



GOVERNMENT OF HARYANA

CORRIGENDUM

**Department of Medical Education & Research,
Panchkula**

**Notice Inviting Request for Proposal
for Kalpana Chawla Govt. Medical College, Karnal**

Extension of last date for submission of Request for Proposals

The notice for inviting proposals for Kalpana Chawla Govt. Medical College, Karnal was published in the newspapers on 18.05.2012. The last date for submission of request for proposals has been extended upto 27.06.2012 and bids will be opened in the presence of the prospective parties on 29.06.2012 at 11:00 hours (IST) in the office of the undersigned.

After the pre bid meeting on 05.06.2012, some amendments have been incorporated in the RFP document which can be accessed at website www.haryanahealth.nic.in link DMER and www.dme.gov.in. The other information and terms & conditions will remain unchanged.

Director,
Medical Education & Research,
Haryana, Panchkula.

GOVERNMENT OF HARYANA

**DEPARTMENT OF MEDICAL
EDUCATION & RESEARCH**

REQUEST FOR PROPOSAL

**FOR PROVIDING SERVICES, AS SPECIFIED IN REQUEST FOR
PROPOSAL FROM CONCEPT TO COMMISSIONING (TURNKEY
BASIS) OF KALPANA CHAWLA GOVERNMENT MEDICAL
COLLEGE AT KARNAL (HARYANA)**

2012

CONTENTS

<i>Sl. No.</i>	<i>Particulars</i>	<i>Page</i>
1.	Section 1. Notice Inviting Proposals	2
2.	Section 2. Part-I- Instructions to Agencies	4
	Section 2. Part-II- Data Sheet	13
3.	Section 3. Technical Proposal-Standard Forms	19
4.	Section 4. Financial Proposal – Standard Forms	25
5.	Section 5. Terms of Reference	27
6.	Annexure: Standard Forms of Contract	35

Section 1



Government of Haryana
Department of Medical Education & Research,
Panchkula
Notice Inviting Proposals

Department of Medical Education & Research, Government of Haryana hereby invites proposals from eligible agencies for providing consultancy services from concept to commissioning (on turnkey basis) of Kalpana Chawla Government Medical College an upcoming state-of-the-art premier Medical College for 100 admissions and with 500-bedded modern tertiary level patient care facility at Karnal (Haryana).

Eligibility Criteria:

- a) (i) The agency can submit a proposal, if the agency is a Central Public Sector Undertaking (CPSU) or a State Public Sector Undertaking (SPSU) or an Agency/Body/Entity of the United Nations (UN) or a Consortium (in case of Consortium its lead member has to be a CPSU or State Undertaking or an agency of U.N. and the consortium partner should also be a CPSU/State Undertaking or company substantially owned by the Govt.) having experience in the health sector.
- (ii) The agency shall deposit processing fee of Rs. 50,000/- and cost of the tender (Rs. 5,000/-) at the time of submission of bids in the shape of demand draft in favour of Director, Medical Education & Research, Haryana at Panchkula, which will be non-refundable.
- b) The agency, as sole entity or as Consortium, must:
- i) Have an established and demonstrable track record of rendering all of the following services: architectural concept/design for medical college/hospital, project management in construction, and procurement services for medical equipment, for a project comparable to that envisaged in the RFP; and
 - ii) Have experience in designing and executing one integrated multi-specialty state-of-the-art hospital project of 300-bed capacity or more, and one medical college for minimum 100 admissions, commissioned in last 10 years; and
 - iii) Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern infrastructure projects; and
 - iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion.

Other conditions:

- i. Construction will be done as per CPWD norms.
- ii. Details of the project will be finalized in the DPR after discussion.
- iii. Project will be implemented as per MCI Norms.

Copies of the Request for Proposals (RFP) document can be collected from the office of the Director, Kalpana Chawla Govt. Medical College, (Trauma Centre Building, General Hospital) Karnal on all working days till 25 June 2012 between 10:00 Hrs to 16:00 Hrs (IST) on payment of Rs. 5,000/- in the shape of demand draft of any scheduled bank payable at Panchkula in favour of Director, Medical Education & Research, Haryana. The document can also be downloaded from www.haryanahealth.nic.in (Link DMER) and www.dme.gov.in.

(Amended)

The bids will be opened in the presence of the prospective parties on 29.06.2012 at 11:00 hours (IST) in the office of Director, Medical Education & Research, Haryana, Panchkula. (Amended)

Proposals shall be submitted in the office of the Director, Medical Education & Research, Haryana, Panchkula on or before 27.06.2012 till 15:00 hrs. Late or delayed submissions will not be accepted. **(Amended)**

**Director,
Medical Education & Research, Govt. of Haryana
Paryatan Bhawan, Bays No. 55-58, 2nd Floor Sector -2, Panchkula
Phone No. 0172-2560799 Fax No. 0172-2583588**

Section 2

Instructions

Part I

1. Definitions

- a) “**Assignment / job**” means the work to be performed by the Agency pursuant to the Contract.
- b) “**Agency**” means any eligible entity as per RFP which submits a Proposal, either individually or as Consortium (in the latter case through Lead Member), and which upon selection, would provide Services to the Employer under the Contract.
- c) “**Consortium**” shall mean an association or combination of partnering entities, being consortium members and includes one or more identified and named sub-agency(s), coming together with Lead Member for submission of a Proposal.
- d) “**Contract**” means the contract signed by and between Employer and the Agency and all its attached documents.
- e) “**Day**” means calendar day.
- f) “**Employer**” means the Director, Medical Education & Research, Government of Haryana.
- g) “**Government**” means the Government of Haryana.
- h) “**Lead Partner**”: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner. The lead partner shall have at least a stake of 15% in the execution of the project.
- i) “**Personnel**” means professionals and support staff provided by the Agency or by any sub-agency and assigned to perform the Services or any part thereof.
- j) “**Proposal**” means the Technical Proposal and the Financial Proposal, considered together.
- k) “**RFP**” means the Request for Proposal issued by the Employer for the selection of Agency.
- l) “**Terms of Reference**” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed by the Agency and the deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer, named in the Part II Data Sheet, will select a Agency in accordance with the method of selection specified in the RFP including in the Part II Data Sheet.
- 2.2 The name of the Assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the Assignment/ job has been described in the Terms of Reference (TOR) in Section 5.
- 2.3 Date, time and address for submission of Proposals have been given in Part II Data Sheet.
- 2.4 Agencies are invited to submit a Proposal, for consulting Assignment/job named in ITC 2.2.
- 2.5 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposal. Agencies are encouraged to attend a pre-Proposal meeting at the time and venue as specified in the Part II Data Sheet.
- 2.6 The Employer will provide at no cost to the selected Agency various inputs and facilities specified in the Part II Data Sheet, assist the Agency in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Agencies shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award.

3. Consortium Related Details

- 3.1 Agency may submit Proposal individually, in its sole capacity, or as a Consortium (through Lead Member), but not as both.
- 3.1 Agency must fulfill the criteria laid down in Part II Data Sheet.
- 3.3 Proposals submitted by a Consortium must comply with the following requirements:
 - a) the number of members in the Consortium should not exceed three (3);
 - b) all members of the Consortium shall nominate one member as the Lead Member;
 - c) the Proposal should contain the information required from each member or sub-agency, as the case may be;
 - d) the Proposal should include a description of the roles and responsibilities of each member, or sub-agency, as the case may be;

- e) a Consortium member or sub-agency is not permitted to submit Proposal for the assignment / job in its individual capacity or as part of any other Consortium;
- f) the members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium; and
- g) the members or sub-agencies in a Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submission of the Proposal.

The MoU should, inter alia,

- (i) convey the intent of the Lead Member to enter into the Contract with Employer and subsequently carry out all the responsibilities in terms of the Contract;
- (ii) delineate the proposed roles and responsibilities of each member or sub-agency in the Consortium;
- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Assignment / job in accordance with the terms of the Contract; and
- (iv) clearly refer to the Assignment / job for which the arrangement is made.

MoU, in original, signed by all members/sub-agencies should be submitted with the Proposal. MoU should be specific to this Assignment / job and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

4. Clarification and Amendment of RFP Documents

- 4.1 Agencies may request for a clarification on any clause of the RFP documents at the address within the timelines indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send copies of the response to all Agencies.
- 4.2 At any time before the due date for submission of Proposal, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means.

5. Conflict of Interest

- 5.1 Employer requires that Agency provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limiting the generality of the foregoing, Agency, and any of their sub-agency(s), shall be considered to have a conflict of interest when:
 - (i) **Conflicting Assignment/job:** A Agency (including its Personnel and Sub-

Agency) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Agency to be executed for the same or another Employer.

(ii) **Conflicting relationships:** A Agency (including its Personnel and sub-agency) that has a business or family relationship with a member of the Employer's staff and who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract.

5.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. If the Agency fails to disclose said situations, it may lead to disqualification of the Agency during the bidding process or the termination of its Contract during execution of Assignment.

5.4 **Unfair Advantage:** If a Agency could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5.2 above, the Employer shall make available to all Agency together with this RFP all information that would in that respect give such Agency any competitive advantage over competing Agencies.

6. **Proposal**

A Agency must only submit one Proposal. If a Agency or any of its sub-agencies or any of its Consortium members submits or participates in more than one Proposal, all such Proposals shall be rejected and not considered for the purposes of evaluation under the RFP.

7. **Proposal Validity**

The Part II Data Sheet indicates how long Agencies' Proposals must remain valid after the submission date. During this period, Agencies shall maintain the availability of Professional staff nominated in the Proposal and also keep their Financial Proposal unchanged. Should the need arise; however, the Employer may request Agencies to extend the validity period of their Proposal. Agencies who do not agree have the right to refuse to extend the validity of their Proposal; under such circumstance the Employer shall not consider such Proposal for further evaluation.

8. **Eligibility Criteria:**

The Agency submitting a Proposal must fulfill the criteria laid down in the Part II: Data Sheet for it to become eligible for submitting Proposal in response to this RFP.

9. Preparation of Proposal

- 9.1 The Proposal as well as all related correspondence exchanged by the Agencies and the Employer shall be written in the English language.
- 9.2 While preparing the Technical Proposal, Agencies must ensure that alternative professional staff is not proposed and only one curriculum vita (CV) may be submitted for each position.
- 9.3 **Technical Proposal:** Agencies are required to submit Technical Proposal (TP) in forms provided in Section-3. The Part II Data sheet in Section-2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being deemed non-responsive. Content of the Technical Proposal is prescribed below:
- a) Form TECH-1 in Section-3 is cover letter accompanying Technical Proposal.
 - b) A brief description of the Agency's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form TECH-2. In the same Form, the Agency and their Consortium member and/or named sub-agencies (if any) will provide details of experience of eligible Assignments.
 - c) A description of the technical approach, methodology and work plan for performing the Assignment/job (Form TECH-3 of Section 3).
 - d) The list of the proposed key Professional staff by area of expertise, along with their Curriculum Vitae (CV) duly signed by the concerned staff or authorized representative, the position that would be assigned to each staff team member and their tasks, is to be provided in Form TECH-4 of Section 3.
 - e) Project Scheduling & Planning (Form TECH-5 of Section 3).
 - f) Detailed description of methodology for training & capacity development.
 - g) Power of Attorney / authorisation in favour of person signing the Proposal (in case of Consortium, this should be provided by the Lead Member).
 - h) Consortium MoU (if applicable)
 - i) Power of Attorney from Consortium members in favour of the Lead Member (if applicable)
- 9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.
- 9.5 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Form FIN-1 in Section 4). It shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITC 9.7, associated with the Assignment/job, including costs of the Agency associated with concept, design,

construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes.

- 9.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.
- 9.7 The Estimated Project Cost (EPC) for the purpose of this RFP shall be Indian Rupees (INR) 400.00 Crores. The tentative cost has been arrived at for the project on the basis of estimate of expenditure done on construction of other medical college buildings and furnishing thereof in the State of Haryana. It is hereby clarified that the actual payment to the successful agency, under the contract, shall be restricted **to the cost of project means approved DPR cost or actual cost of the project whichever is less**. The actual cost of the project shall be worked out as provided in Annexure 3 of the draft contract.**(Amended)**

10. Taxes

All applicable taxes will be included in the financial proposal in Form FIN-1 in Section 4.

11. Currency

Subject to provisions of ITC 9.7 above, Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will then be converted to absolute amount in Indian Rupees (INR) for the purpose of evaluation as per ITC 13.

12. Submission, Receipt and Opening of Proposals

- 12.1 Submission letters for both Technical Proposal and the Financial Proposal should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 12.2 An authorized representative of the Agency shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 12.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals and Financial Proposal, shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 29.06.2012". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. If the Financial Proposal is not submitted in a

separate sealed envelope duly marked as indicated above, this may be ground for declaring the Proposal non-responsive. **(Amended)**

- 12.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

13. Proposal Evaluation

- 13.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the Agency's Proposal.

- 13.2 The Employer has constituted a Agency Selection Committee (CSC) which will carry out the entire evaluation process.

- 13.3 **Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

- 13.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid (Proposal) will remain unopened. The qualification of the Agency and evaluation criteria for the technical Proposal shall be as defined in the Data sheet.

13.5 Public opening & evaluation of the Financial Proposals:

Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the Agencies' representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.

- 13.6 The CSC will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.

- 13.7 After opening of Financial Proposals, selection method as described in the Data Sheet: Detailed Evaluation Method shall be applied to determine the Agency eligible for award of Contract. The selected Agency will be invited for negotiations, if considered necessary.

14. Negotiation of Contract

14.1 Negotiations may be held at the date, time and address intimated to the selected Agency.

14.2 Technical negotiations:

Before final MOU is signed, negotiations on technical and financial proposal may be done to clarify the work plan, staffing schedule, logistics etc.

14.3 Financial negotiations:

Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the Agency. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

14.4 Availability of Professional staff/experts: The Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available.

15. Award of Contract

15.1 The Employer shall issue a Letter of Intent (LOI) to the selected Agency and promptly notify all other Agencies who have submitted Proposals about the decision taken.

15.2 Unless otherwise agreed, the Agency will sign the Contract within 15 days of issuance of LOI.

15.3 The Agency is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

17. Dispute Redressal Mechanism:

- 17.1 The Employer and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them in connection with or under the Contract.
- 17.2 If after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the **agency** may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted in accordance with the rules of procedure under the Arbitration & Conciliation Act, 1996, and the place for such proceedings shall be only at Chandigarh. **(Amended)**
- 17.3 None of the foregoing provisions shall, however, be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions to which India is signatory.

18. Transparency & Disclosure provision:

- 18.1 Employer shall publish the results identifying the Proposal and lot numbers and the following information: (i) name of each Agency who submitted a Proposal; (ii) name and evaluated prices of each Proposal that was evaluated; (iii) name of Agency whose Proposal were rejected and the reasons for their rejection; and (iv) name of the winning Agency, and the price offered, etc.
- 18.2 After publication of the award, unsuccessful Agencies may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Proposals were not selected. The Employer shall promptly respond in writing to any unsuccessful Agency who, after Publication of contract award, requests a debriefing.

Instructions to Agencies (ITA)
Part-II: Data Sheet

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>
1	2.1	Name of the Employer: Director, Medical Education & Research, Govt. of Haryana Paryatan Bhawan, Bays No. 55-58, 2nd Floor Sector -2, Panchkula Telephone: 0172-2560799 Facsimile: 0172-583588 E-mail:dmer.haryana@gmail.com
2	2.2	Name of the Assignment/job is: Provision of Consultancy Services from Concept to Commissioning (turnkey basis) of Kalpana Chawla Government Medical College at Karnal, Haryana
3	2.3	Last Date, time and address for submission of Proposal: Last Date : 27.06.2012 Time : upto 15:00 hrs Address : Director Medical Education & Research, Haryana, Sector 2, Panchkula.
4	2.5	Opening of Bid will be held on Date: 29.06.2012 Time : 11:00am venue: office room of Director Medical Education & Research, Haryana, Sector 2, Panchkula.
5	2.6	The Employer will provide the following inputs and facilities: Site map, project area and indicative project cost. Visit to site will be allowed with prior permission
6	3.1	Eligibility Criteria: a) (i) The agency can submit a proposal, if the agency is a Central Public Sector Undertaking (CPSU) <u>or</u> a State Public Sector Undertaking (SPSU) <u>or</u> an Agency/Body/Entity of the United Nations (UN) or a Consortium (in case of Consortium its lead member has to be a CPSU or State Undertaking or an agency of U.N. and the consortium partner should also be a CPSU/State Undertaking or company substantially owned by the Govt.) having experience in the health sector. (ii) The agency shall deposit processing fee of Rs. 50,000/- and cost of the tender (Rs. 5000/-) at the time of submission of bids in the shape of demand

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>
		<p>draft in favour of Director, Medical Education & Research, Haryana at Panchkula, which will be non-refundable.</p> <p>b) The agency, as sole entity or as Consortium, must:</p> <p>i) Have an established and demonstrable track record of rendering all of the following services: architectural concept/design for medical college/hospital, project management in construction, and procurement services for medical equipment, for a project comparable to that envisaged in the RFP; and</p> <p>ii) Have experience in designing and execution one integrated multi-specialty state-of-the-art hospital project of 300-bed capacity or more, and one medical college for minimum 100 admissions, commissioned in last 10 years; and</p> <p>iii) Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern infrastructure projects; and</p> <p>iv) Possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion.</p> <p>Other conditions:</p> <p>(i) Construction will be done as per CPWD norms.</p> <p>(ii) Project will be implemented as per MCI norms. For the purpose of comparison, a tentative cost has been fixed for the project on the basis of estimate of expenditure done on construction of other medical college buildings and furnishing thereof.</p> <p>(iii) Details of the project will be finalized in the DPR after discussion.</p>
7	4.1	<p>Clarifications may be requested till the date of Pre-Proposal meeting. The address for requesting clarifications is: Fax: 0172-2583588 E-mail: kegmckarnal@yahoo.com</p>
8	7	<p>Proposals must remain valid for 120 (one hundred twenty) days after the submission date, i.e. until: 27.10.2012</p>

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>
9	9.3	The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2 : Agency's organization & experience Form Tech 3 : Approach & methodology Form Tech 4 : Team composition Form Tech 5 : Project Scheduling & Planning
10	9.3(f)	Training & capacity building is a specific component of this Assignment/job: Yes. [Refer TOR for details]
11	11	Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will be converted to absolute amount in Indian Rupees for the purpose of evaluation. However, actual payment to the successful Agency, under the Contract, shall be restricted to the quoted percentage of EPC or that of the actual cost of the project, whichever is lower.
12	12.3	Agency must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.
13	13.4	Prior to evaluation of Proposals, Employer will determine whether each Proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if it satisfies all the criteria stated below: (a) It is received by the Proposal due date. (b) It is signed, sealed, and marked as stipulated. (c) It contains the information and documents as requested in the RFP. (d) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Employer without communication with the Agency). Employer reserves the right to determine whether the information has been provided in reasonable detail. (e) There are no inconsistencies between the Proposal and the supporting documents. (f) It does not contain any condition or qualification. Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>																		
		Employer reserves the right to reject any Proposal which in its opinion is not responsive and no request for modification or withdrawal shall be entertained by Employer in respect of such Proposals.																		
		<p>Only those Technical Proposals that are found to be responsive shall be further evaluated on the following parameters:</p> <table border="1"> <thead> <tr> <th>Sl</th> <th>Evaluation Criteria</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Specific experience of the Agency, as sole entity or Consortium, relevant to the Assignment/job</td> <td>35 Marks</td> </tr> <tr> <td>2</td> <td>Adequacy of the proposed methodology and Work plan in response to the terms of reference</td> <td>30 Marks</td> </tr> <tr> <td>3</td> <td>Key Professional staff for the Assignment / job</td> <td>20 Marks</td> </tr> <tr> <td>4</td> <td>Training & Capacity Development (Amended)</td> <td>15 Marks</td> </tr> <tr> <td></td> <td>Total</td> <td>100 Marks</td> </tr> </tbody> </table> <p>Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under:</p>	Sl	Evaluation Criteria	Maximum Marks	1	Specific experience of the Agency, as sole entity or Consortium, relevant to the Assignment/job	35 Marks	2	Adequacy of the proposed methodology and Work plan in response to the terms of reference	30 Marks	3	Key Professional staff for the Assignment / job	20 Marks	4	Training & Capacity Development (Amended)	15 Marks		Total	100 Marks
Sl	Evaluation Criteria	Maximum Marks																		
1	Specific experience of the Agency, as sole entity or Consortium, relevant to the Assignment/job	35 Marks																		
2	Adequacy of the proposed methodology and Work plan in response to the terms of reference	30 Marks																		
3	Key Professional staff for the Assignment / job	20 Marks																		
4	Training & Capacity Development (Amended)	15 Marks																		
	Total	100 Marks																		
		(i) Specific experience of the Agency, as sole entity or Consortium, relevant to the Assignment/job 35 marks																		
		(a) Designed a minimum of one (1) integrated multi-specialty state-of-art hospital projects of 300-bed capacity or more and one (1) medical college for minimum 100 admissions commissioned during the last ten years. 15 marks																		
		One project 5 marks Two Projects 10 marks (Amended) Three or more Projects 15 marks																		
		(b) Project Management Consultancy for Building Works completed/ongoing for value not less than Rs 100 crore each 10 marks																		
		One project 6 marks Two Projects 8 marks																		

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>	
		Three or more Projects	10 marks
		(c) Procurement services of Medical & ICT Equipment/ Machinery for project value not less than Rs 50 crore each	10 marks
		One project Two Projects Three or more Projects	4 marks 6 marks 10 marks
		(ii) Adequacy of the proposed methodology and Project Scheduling & Planning in response to the Terms of Reference [Details in Tech Forms-3 & 5]. (a) Technical approach & methodology [see TECH FORM-3] (b) Project Scheduling & Planning [see TECH FORM- 5]	30 marks 20 marks 10 marks
		(iii) Key Professional staff for the Assignment / job and quality systems (a) Qualification & competency of the staff for the Assignment / job. (b) Quality management standards in design, construction & procurement services; safety standard in construction	20 marks 15 marks 5 marks
		Qualifications and competency of each of the key professional will be evaluated separately	
		The marks for key professionals will be further divided as under: a) Team Leader b) Other key professionals, relating to design, supervision, procurement, training, etc (see Form Tech-4)	(25%) (75%) in total & equal score assigned to each professional staff proposed)

<i>Sl No.</i>	<i>Ref. of ITC</i>	<i>Particulars of Data Sheet</i>						
		<p>For evaluation of each of the key professionals the following sub- criteria shall be followed:</p> <table border="1"> <tr> <td>A</td> <td>Educational qualifications</td> <td>30%</td> </tr> <tr> <td>B</td> <td>Adequacy for the Assignment / job</td> <td>70%</td> </tr> </table>	A	Educational qualifications	30%	B	Adequacy for the Assignment / job	70%
A	Educational qualifications	30%						
B	Adequacy for the Assignment / job	70%						
		<table border="1"> <tr> <td>(iv) Training & Operational Capacity Development:</td> <td>15 marks</td> </tr> <tr> <td>(a) Capacity to innovate, capacity to bring, newer environment friendly, cost saving methods, technology and quality parameters, Delineation of methodology</td> <td>10 marks</td> </tr> <tr> <td>(b) Transfer of knowledge/best practices (content)</td> <td>5 marks</td> </tr> </table>	(iv) Training & Operational Capacity Development:	15 marks	(a) Capacity to innovate, capacity to bring, newer environment friendly, cost saving methods, technology and quality parameters, Delineation of methodology	10 marks	(b) Transfer of knowledge/best practices (content)	5 marks
(iv) Training & Operational Capacity Development:	15 marks							
(a) Capacity to innovate, capacity to bring, newer environment friendly, cost saving methods, technology and quality parameters, Delineation of methodology	10 marks							
(b) Transfer of knowledge/best practices (content)	5 marks							
14	13.7	<p>Method of Selection:</p> <p>The technical quality of the Proposal will be given weightage of 60%, the method of evaluation of technical qualification will follow the procedure given above.</p> <p>The Price Proposals of only those Agencies who qualify technically that is who score minimum 70 out of 100 marks will be opened. The Proposal with the lowest cost may be given a financial score of 100 and the other Proposal given financial score that are inversely proportionate to their prices. The financial Proposal shall be allocated weight of 40%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x LEC / EC,</p> <p>where</p> <p>T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the Financial Proposal EC stands for Evaluated Cost of the Financial Proposal LEC stands for Lowest Evaluated Cost of the Financial Proposal.</p> <p>The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>						
15	15.3	<p>Expected date for commencement of consulting Assignment/job: immediately after approval of the DPR</p> <p>Location: At Karnal, Haryana [General hospital, Karnal premises].</p>						

Section 3

Technical Proposal - Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services from Concept to Commissioning of Kalpana Chawla Government Medical College at Karnal in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each consortium member and named sub-agency, as applicable]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

AGENCY’S ORGANIZATION AND EXPERIENCE

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

A . Agency’s Organization

[Provide here a brief description of the background and organization of the entity and each consortium member as well as the identified and named sub-agency (if any) for this Assignment/job.]

In the event the Agency is submitting Proposal as Consortium, the names, contact details and profile of each consortium member as well as identified and named sub-agency (if any) must be submitted with the Technical Proposal together with the roles assigned to each of them.

B . Agency’s/Consortium’s Experience

Using the format below, provide information on each assignment/job for which your firm, and/or the consortium member as well as identified and named sub-agency(s), was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting assignment/job similar to the ones requested under this Assignment/job.

Firm’s name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Location:	
1.4	Duration of Assignment/job (months) :	
1.5	Name & address of Employer:	
1.6	(i) Start date (ii) Completion date	
1.7	Description of the activities performed by your staff within the overall Assignment/job	

Note: Please provide documentary/material evidence from the client i.e. copy of work order, contract, Purchase Order, Agreement, etc in support of above mentioned Assignment/job.

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

[Technical approach, methodology and work plan are key components of the Technical Proposal]

[You should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Approach and methodology should, *inter alia*, cover the Agency's proposed approach regarding the following:

- Evaluation and analysis of site and surroundings.
- Preparation of a project brief underlining the basics of medical college and teaching hospital requirements.
- Preparation of an equipment brief.
- Highlights of design and design efficiencies.
- Highlights of operational efficiencies in terms of ease and efficiencies of movement of patients, equipment and supplies.
- Detailed engineering brief containing proposed technology and ease of use.
- Provisions for infection control and sequestration of clean areas.
- Innovative technologies if any for conservation of energy.
- Optimization strategies for manpower deployment.
- Measures proposed to be taken for achieving financial economies]

FORM TECH-4

TEAM COMPOSITION

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

1. Key Professional Staff

Sl. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned
				Team Leader
				Architect designer
				Healthcare planner/ medical agency
				Construction manager
				Procurement expert
				Electrical engineer
				HVAC Engineer
				Public Health Engineer
				Structural Engineer
			(Amended)	Medical Consultant
				Training & Capacity Dev.
				Finance Manager
				**

**Any other specialty agencies as may be required to complete the assignment.

2. Curriculum Vitae (CV) of Key Professional Staff listed above to be attached, duly authenticated

PROJECT SCHEDULING & PLANNING

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

Project Scheduling & Planning.

The Agency should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

- 1 Indicate all main activities of the Assignment/job from concept to commissioning, including design, construction, hospital services, MEP services, ICT services, commissioning and transfer of knowledge/capacity development*
- 2 Duration of activities shall be indicated in the form of a bar chart.*
- 3. Brief description will be given of management systems & tools employed*

Section 4

Financial Proposal - Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Clause 9.5 Section 2, Instructions to Agencies (ITC), Part I]

[Location, Date]

To:[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services from Concept to Commissioning of Kalpana Chawla Government Medical College at Karnal, Haryana in accordance with your Request for Proposal and our Technical Proposal.

We hereby submit our Financial Proposal for the sum equivalent to [_____] per cent (in figure as well as in words) of the estimated project cost indicated in the RFP in ITC 9.7. This is inclusive of all applicable taxes.

We understand that the actual payment under the Contract, to the successful Agency, shall be made on the basis of the above stated percentage of the estimated project cost or that of the actual project cost, whichever is lower.

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal may result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, as per RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Signature of Authorized Signatory

Name:

Title:

Address:

[Note: The Financial Proposal shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITC 9.7, associated with the Assignment/job, including costs of the Agency associated with concept, design, construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes.]

Section 5
Terms of Reference

Terms of Reference

Background, Objectives and Detailed Scope of the Assignment

1. BACKGROUND:

- 1.1. It is proposed to set up Kalpana Chawla Government Medical College, Karnal (KCGMC) which will be a state-of-the-art tertiary level health care institution providing excellent teaching, training & patient care facilities. The medical college will have 500 bedded modern hospital with latest equipments and services for patient care. The medical college will also undertake clinical research activities. The institution is envisioned to have excellent use of information technology providing latest teaching aids, library facilities in the user friendly environment. The campus of KCGMC will be fully WI-FI including Hostels.
- 1.2. The proposed medical college will initially admit 100 under-graduate students and will be expanded later to include post graduate courses in different clinical and non clinical subjects. It is also planned to have training facilities for nurses and technicians.

2. OBJECTIVES OF THE ASSIGNMENT:

- (i) Develop a medical institution with modern educational facilities and state of the art technology, latest design standards and best operating procedures, leading to accreditation, such as NABH, NABL, and so on;
- (ii) An air conditioned 500 bedded hospital attached to the medical institution conforming to the international standards of hospital engineering for providing best medical care, equipped with medical equipment of latest generation having safety standards both for the user and the patients;
- (iii) The institution to have medical college, teaching hospital, residential accommodation for different category of staff and hostels in a campus type facility with wi-fi feature; while designing the facility. **The space for future expansion for development of super specialty departments and post graduate hostels should be identified and earmarked in the drawings. (Amended)**
- (iv) The facility should fully conform to the norms laid down by the Medical Council of India for medical college & hospital for intake 100 MBBS admissions per year
- (v) Modular execution, design-to-finish 24 months on turnkey basis; saving through design and process efficiency, achieving value for money, lower recurring/life cycle cost; energy-efficient, eco-friendly, earthquake safe structures;
- (vi) Holistic and patient-centric service delivery; effective infection management;
- (vii) Best industry practices leading to accreditation, stipulation of minimum standards & benchmarks; eventual development as telemedicine hub in the region

(viii) Transparent & international benchmark processes; synergy in procurement, construction, commissioning and optimization of time, cost and quality

3. SCOPE OF SERVICES OF THE AGENCY:

The Agency will perform the following Services for the Project under this Agreement as described below:

from design, to actual construction, supervision, maintenance of equipments, machinery and building etc. and training. (Amended)

The part of the project site has some buildings which will be either retained or demolished otherwise large part of the land is encumbrance free. The cost of demolition and earning from the demolished material shall be reflected in the DPR. (Addition)

“No separate fee shall be paid to the agency for hiring consultancy services if any, for any of the services required for execution of the project.” (Amended)

3.1. COMPREHENSIVE ARCHITECTURAL SERVICES:

The Agency shall provide comprehensive services broadly described hereinafter:

3.1.1. Conceptual design stage

The Agency shall

- (i) Develop Concept Plan acceptable to Employer.
- (ii) Interact with Employer, modify the concept design, if required, incorporating necessary changes and submit revised/modified conceptual design with reference to the requirements given, providing details of useful area, circulation area, plinth area, ground coverage, FAR, services and broad specifications etc.
- (iii) Obtain approval of final Concept Plan from Employer.
- (iv) Propose methodology for execution of work having regard to various facilities already operating at site.

3.1.2. Preliminary Drawings/Design Stage:

The Agency shall

- (i) **arrange environmental clearance certificates from the quarters concerned, as per requirement (Amended)**
- (ii) Prepare report on site evaluation-
- (iii) Carry out detailed geotechnical/sub soil investigations necessary for facilitating design of various structures.
- (iv) Conduct detailed topographic survey of the project site.

- (v) Carry out surveys of all existing services in site area.
- (vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (viii) Suitably modify the preliminary drawings, designs, etc. as discussed with Employer
- (ix) Prepare preliminary estimates for obtaining sanction of Employer, as per CPWD schedules of rates suitably enhanced with cost indices and market rates
- (x) Submit drawings to local bodies like Fire/Forest etc. for clearance **and arrange approval, (Amended)**
- (xi) Obtain approval of Employer with regard to various specifications & finishes to be provided in the proposed buildings

3.1.3. Detailed Design Stage

The Agency shall

- (i) Prepare detailed Architectural, Structural, Services drawings including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision.
- (ii) **Prepare complete Architectural, Structural and services design & drawings and working details, schedules, specifications and bills of quantities as per CPWD schedules of rates to describe the whole project adequately for the purpose of taking Employer approval and of all the local bodies and for placing the main and other subsidiary Contracts by Employer. The agency will provide 10 sets of drawings to the employer. Fee of the consultants engaged in scope of services will be the part of agency fee and not the project cost. (Amended)**
- (iii) **Proof checking/vetting of structural design of all buildings shall be got done through any IIT. (Amended)**

3.2. BID PROCESS MANAGEMENT

- (i) Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short listing agencies for the project.
- (ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. for calling of tenders & implementation of Project.
- (iii) The Agency will invite the tenders **through wide publicity in national level newspapers ensuring competitiveness and sending the same through email /registered posts to Haryana PWD, CPWD, DDA and Class I contractor etc in addition to placing tender on website. (Amended)**

- (iv) The Agency shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main Contract document for the work.
- (v) The Agency shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Agency shall thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions.
- (vi) It shall be the duty and responsibility of the Agency regarding acceptance or rejection of the tenders received. The Agency, shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Agency shall be final and binding on all the parties.
- (vii) The Agency shall execute the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.

3.3. CONSTRUCTION STAGE ACTIVITIES

3.3.1. Construction & Commissioning

Agency shall be responsible for executing and commissioning the work on a turnkey basis and shall be responsible for getting the project facility constructed as per approved designs. Towards this the Agency shall engage various contractors and suppliers and enter into Project Contracts with such contractors and suppliers. The Agency shall be responsible for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the Employer.

3.3.2. Construction Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities
- (iv) Review Contractors' work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.

- (vi) To have utility diversion plans prepared by the Contractor and follow up with the utility owners concerned.
- (vii) Review and suggest modifications to the traffic diversion plans prepared by the Contractor during construction period in consultation with the departments concerned.
- (viii) Regular monitoring of the Contractor's equipment, plant, machinery, installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (ix) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (x) Interpretation of the technical specifications and Contract documents, wherever required.
- (xi) Inspect the works on substantial completion before taking over and indicate to Employer, any outstanding work to be carried out by the Contractor.
- (xii) To carry out all functions of Engineer-in-Charge as stipulated in the Contract(s) executed with the Contractor(s) or any other agency engaged for the execution of the Project.
- (xiii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xiv) The Agency shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xv) The employer shall have the right to get the inspection of the work executed by the agency through a appropriate third party for quantity and quality check.

3.3.3. Progress of Works

- (i) Implement a system for monitoring the progress of works.
- (ii) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and initiate early actions with regard to the delays in the execution of works. Agency shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the Agency shall be objective and shall substantiate any event / recommendation with factual data and information. The

Progress Reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.

- (v) Submit method statement of the work indicating timelines for award of various subworks.

3.3.4. Measurement of works and Payment

- (i) Verify the field measurement of completed works and of quantities of materials incorporated in the work being carried out by the Contractor(s),
- (ii) Checking and certification of all monthly bills, interim bills, escalation bills, final bill of the Contractor including release of payments from the Project Fund, to be created for timely & smooth execution of the Project.
- (iii) Scrutinize and take suitable action on the claims raised by the Contractor, if any,
- (iv) Assist Employer in dealing with matters relating to the audit queries and CTE paras.
- (v) Prepare and submit a detailed statement of account and closure report of the Project on its completion.

3.4. COMPLETION CERTIFICATE

- (i) Agency will issue the Completion Certificate on completion of the Project in accordance with the Contract.
- (ii) **Agency shall submit and procure completion plans to local bodies like Fire/Traffic Police etc. and obtain completion certificate. Similarly, fitness certificates for operating Lifts / Escalator shall be obtained by Agency. (Amended)**

3.5 MAINTENANCE SCHEDULE

- (i) **Agency will ensure AMC/CMC for all equipment and machinery deployed by them. The maintenance cost beyond the terms and conditions of procurement will be indicated separately in the DPR (Amended)**
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) Agency shall ensure taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.
- (iv) **The agency will also ensure the maintenance of building constructed for five years after completion and the cost of maintenance on annual basis for the items not covered under (iii) above will be indicated separately in the DPR.. (Amended)**
- (v) **Agency shall also be responsible for the maintenance of equipments and other services such as air conditioning, lift/fire fighting, plumbing/medical gas supply, EI, Public Health, land scaping and I.T. (Amended)**
- (vi) **Medical equipment shall be purchased with two years warranty followed by 5 years CMC unless otherwise specified. (Amended)**

3.6 PROCUREMENT OF EQUIPMENTS & ICT SERVICES

- (i) Need assessment of medical/Information & Communication Technology (ICT) equipment; Equipment planning and preparation of Procurement Plan;
- (ii) Review of technical specifications; Pre-qualification (as applicable)
- (iii) Pre-bid meetings; Solicitation; Opening of Bids; Evaluation of Proposals
- (iv) Recommendation for award of work; issue of contracts/purchase orders
- (v) QC standards verification/inspection where necessary
- (vi) Placing purchase order; pre-dispatch inspection and shipment
- (vii) Delivery to consignees; liquidated damages on account of delayed deliveries
- (viii) Post delivery/installation inspection; inspection by independent/accredited agencies
- (ix) Installation, user training, commissioning in sync with building construction
- (x) Contract management, enforcement of warranty and CMC services
- (xi) Hand-holding in initial procurement & management of basic/essential services

3.7 TRAINING AND CAPACITY BUILDING

- (i) Training and capacity development of key staff in national and international best practices in management of procurement of services, equipment services and their operation. **(Amended)**
- (ii) Transfer of relevant knowledge/soft skills, SOPs, templates in relevant aspects of project implementation, particularly contract management of goods and services
- (iii) Sharing of supplier/contractor performance data base.

3.8 MONITORING & REPORTING

- (i) The Agency shall employ modern/latest tools for effective monitoring of the entire project at all stages. These will include web-based tools for project management status

4 The Agency will provided regular reports to the Employer on physical and financial progress of the project and such other aspect and in the format required by Employer.

5 DELIVERABLES AND TIMELINES:

Stage	Duration
Concept Plan	1 month (Amended)
DPR Approval	2 months (Amended)
Bid Process Management	2 months
Construction, Procurement of Medical Equipments, Training and Capacity Building [Processes to run concurrently to the extent feasible]	20 months
Total	25 months(Amended)

Annexure

STANDARD FORMS OF CONTRACT

Consulting Services

**CONTRACT AGREEMENT FOR CONSTRUCCION
OF KALPANA CHAWLA GOVT. MEDICAL
COLLEGE, KARNAL ON TURNKEY BASIS**

between

[name of the Client]

and

[name of the Agency]

Dated:

This agreement (“Contract”) is entered into on this day the ___ day of ___, 2012

Between Governor of Haryana, acting through the Financial Commissioner & Principal Secretary to Govt. of Haryana, Health & Medical Education Department, Chandigarh (hereinafter referred to as “Employer” which expression shall unless repugnant to the context or meaning hereof mean and include its successors or assign) of the First Part; and

_____, having its registered office at _____, acting through its authorized representative (hereinafter referred to as “Agency” which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part;

Individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS

- (a) the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal dated _____ issued by the Employer ;
- (b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1 Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

‘**Approval**’ shall mean written or verbal instructions, directions and consent provided by Employer from time-to-time relating to the Project.

‘**Agreement**’ or ‘**Contract**’ shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

‘**Consortium**’ shall mean the consortium led by the Agency during the RFP process.

‘**Contractor**’ means any agency or agencies appointed by Agency, for carrying out construction of or supply for the Project.

‘**Core Group**’ means the group constituted by Employer comprising senior officials of associated departments / agencies for discussions and providing prompt clearances for utility diversion / traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.

‘**Detailed Estimated Cost**’ shall mean the cost estimate based on the detailed design drawings.

‘**Liquidated Damages (LD)**’: to settle the issue of payment in case of default or otherwise on account of termination of the project.

‘**Month**’ shall mean calendar month.

‘**Project**’ shall mean Providing Consultancy Services from Concept to Commissioning of Kalpana Chawla Government Medical College at Karnal, Haryana.

‘**Project Contract**’ shall mean any/all contract(s) to be entered into by the Agency with the Contractors.

‘**Project Fund**’ shall mean the Project account to be operated and maintained by Agency with funds to be deposited by Employer for meeting various expenses including those relating to payment to Contractors, Agency’s Fee and other expenses relating to the Project. The interest accrued shall be credited to the Project Fund.

‘**Site**’ shall mean the land and other areas required for execution of the Project.

‘**Lead Partner**’: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner. The lead partner shall have at least a stake of 15% in the execution of the project.

Article 2 Scope of Services

- 2.1 Subject to the provisions of this Contract, Agency shall be responsible for discharging the Scope of Services set out in **Annexure 1**.

Article 3: Obligations of Agency

3.1 Standard of Performance

The Agency shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be employed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project. The Agency further covenants with Employer to furnish its best skill, care, diligence, and judgement in the rendition of all services under this Agreement which shall be no less than that exercised by a Agency of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Employer at all times through efficient business administration, management and construction management services.

3.2 **Standard of Care**

Agency acknowledges the relationship of trust and confidence established between the Agency and Employer by this Agreement. Accordingly, the Agency's acts shall be consistent with this relationship. The Agency shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Employer. The Agency shall at all times support and safeguard Employer's legitimate interests in any dealings with the Contractor or other third parties.

3.3 **Personnel, Sub-Agencies and Consortium Members**

3.3.1 The Agency shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The Agency shall employ, in connection with the Project, only such personnel as are acceptable to Employer. If required, the Agency shall submit to Employer for written approval the biographical data of all such personnel. If Employer does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Employer. The Agency shall make changes in its personnel only with the advance, written permission of Employer which shall not be unreasonably withheld. Employer may require the Agency to remove from the work/Project any of its approved personnel to which Employer develops a reasonable objection and thereupon the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Employer, such replaced person to be inducted only after written approval by Employer. If Employer (i) finds that any of the Agency's personnel has committed serious misconduct or has been charged with having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at Employer's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to Employer.

3.3.2 The Agency shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to RFP. The Agency shall not change its sub-agencies or Consortium Member who were evaluated during the RFP process. The engagement of any sub-agency by the Agency shall not relieve the Agency of any of its obligations under this Agreement.

3.4 **Adherence to Law**

The Agency shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc and shall also ensure that any sub-agencies, as well as any personnel of the Agency and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

3.5 Agency Not to Benefit from Commissions Discounts, Etc.

The remuneration of the Agency pursuant to Article 5 of this Agreement shall constitute the Agency's sole remuneration in connection with this Agreement and the Project. The Agency shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the Agency shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration. The Agency shall at all times perform its responsibilities hereunder in the best interest of Employer. Any discounts or commissions obtained by the Agency in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Employer.

3.6 Insurance and other liabilities to be taken out by the Agency :

The Agency shall:

- (i) Take out and maintain, and shall cause any sub-agency to take out and maintain at their (or the sub-agency's as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
 - (a) Third party motor vehicle liability insurance as required under Motor Vehicle Act 1988 in respect of motor vehicles operated in India by the Agency or its personnel or any sub Agency or its personnel for the period of this Agreement;
 - (b) Employer's liability and worker's compensation insurance in respect of the personnel of the Agency and of any sub Agency, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by Agency; and
 - (c) Insurance against other risks that Agency may consider reasonably appropriate.
- (ii) At Employer's request, provide evidence to Employer showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.
- (iii) The employers shall not have any liability in case of litigation /loss or damage to any worker(s) employed by the agency or contractor during the execution of the project.

3.7 Accounting, Inspection and Auditing:

The Agency shall:

- (i) Keep accurate and systematic accounts and records in respect of the services rendered by it hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Employer or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by Employer. In the case of

UN agencies/bodies/entities, this shall be consistent with the Single Audit Principle of the UN.

3.8 Reporting Obligations

The Agency shall submit to Employer, in connection with the Project such information, reports and documents in such form, numbers and within the time period as Employer may reasonably require. The receipts towards Project Fund and expenditure incurred therefrom shall be reported by Agency to Employer on monthly basis in the form prescribed by Employer and also at such times Employer so requires.

3.9 Documents prepared by the Agency to be the Property of Employer

All plans, drawings, specifications, designs, reports and documents prepared by or through the Agency for Employer under this Agreement together with all intellectual property rights therein shall become and remain the property of Employer. The Agency shall, upon termination or expiration of this Agreement, deliver all such plans drawings, specifications designs, reports, documents etc. to Employer, together with a detailed inventory thereof.

- 3.10 Employer hereby expressly authorizes Agency to conduct the tender process (including but not limited to preparation of tender documents, setting out pre-qualification criteria, invite tenders, evaluate Proposals received), for and on behalf of Employer. Based on work requirements, Agency may decide to split the entire work in to more than one package.
- 3.11 Agency shall provide necessary assistance to Employer in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals / clearances for the Project.
- 3.12 Take all necessary decisions as per the provisions of the Project Contract including approval of any variation / deviation / extra item of work / change in scope of work/ extension of time / price adjustment etc. for the smooth implementation of the project. However, any variation beyond 20% for any individual item of bill of quantities and beyond 15% variation of the Project Contract value shall be referred to the Employer for written approval.
- 3.13 Agency may undertake its obligations either on its own or may appoint any other agencies for the discharge of its obligations. However, appointment of any other agencies shall not relieve the Agency of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 3.14 Issue letter of award and to sign Project Contract with the Contractor.
- 3.15 Approve the concept drawings including other submissions
- 3.16 On completion of the said works, Agency will hand over the said works to Employer. For this purpose all documents required in the form of completion plans, services etc. shall be finalized/prepared by Agency and handed over to Employer.

- 3.17 Final reconciliation of account with Employer shall be done by Agency within three months after the financial liabilities with respect to the said works has been finalized and paid.
- 3.18 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. Agency will defend the arbitration proceedings as best as it can and challenge the same before court. Any/all expenses borne by Agency by way of litigation cost shall be paid to Agency by Employer over and above Agency's remuneration and as per actual cost incurred. However for disputes attributable to Agency no payment towards litigation expenses shall be made by Employer.
- 3.19 **Liquidated Damages**
- (i) The Agency shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.
 - (ii) Notwithstanding anything to the contrary contained herein, in case, the agency fails to successfully implement the project as per the provisions of the agreement, employer shall have the right and be entitled to recover a sum equal to 10% of the contract value (as specified in Annexure-3, Part A), as liquidated damages from the agency. The Parties agree that this is a genuine pre-estimated loss that employer would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the agency's failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to employer under the agreement and applicable laws, including forfeiture of consultancy fee. **(Amended)**
 - (iii) The agency shall provide liquidated damages clause in their contract with the contractors for recovery @ 1% per week of delay subject to a maximum of 10% of the award value of the work as per CPWD guidelines.
 - (iv) **If the work is carried out in violation of the approved plan of the project/contract, the agency shall get the same rectified at the cost of the contractor to the satisfaction of the employer. (Amended)**

Article 4: Obligations of Employer

- 4.1 Employer agrees to provide all the requisite support to Agency to enable carrying out the activities listed under the Scope of Services. Such support by Employer will include sharing of all the information, records, data, reports, all drawings of existing structure and utilities etc. prepared either by Employer, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Employer manpower resources, whenever and wherever required and obtain/accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services.

- 4.2 Handover the Project Site free from encumbrances including but not limited to have the Site vacated from the users / allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.3 For undertaking various surveys and studies, Employer shall provide peaceful access to the Project Site and other facilities, etc. which may be necessary for carrying out the Scope of Services.
- 4.4 Employer shall constitute a Core Group comprising senior officials of associated departments/ agencies for discussions and providing prompt clearances for utility diversion / traffic diversion Proposals and also day to day administrative decisions for smooth progress of works.
- 4.5 Designate a representative, who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.6 Issue all appropriate necessary request/letter/ instructions for effective and prompt sanctions, approvals, permissions and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.7 Employer shall deposit sufficient funds as per procurement laws drawn in CPWD works manual in advance in the Project Fund for payments of bills of the Contractor, Agency's remunerations and other expenses related to the Project. After scrutiny of the bill(s), the Agency shall make payments due to the Contractor. The copies of such bills duly certified along with the statement of utilization of Project Fund shall be submitted to Employer on monthly basis by the Agency, If Employer has any observations to make, it shall be conveyed within 5 days from the date of intimation. Employer agrees to accord sanctions and replenish Project Fund with the Agency timely so that the work progress is not hampered.
- 4.8 The agency shall be the first respondent to the Contractor(s) and any other agency(ies) in any dispute/arbitration. The expenditure incurred by Agency in defending the arbitration / litigation cases shall be paid by the **employer. (Amended)**

Article 5: Fees for Services & Payment of taxes etc.

- 5.1 In lieu of the Services rendered hereunder, Employer shall pay the mutually agreed fees to the Agency, as set out in **Annexure 3** ("Agency's Remuneration").
- 5.2 Agency shall draw its due Remuneration from the Project Fund.
- 5.3 All the applicable taxes shall be borne by the employer or agency as per law **unless otherwise specified. (Amended)**
- 5.4 All out of pocket expenses such as travel expenses/commissions etc. shall be borne by the agency.

- 5.5 Payment shall be made to lead partner of the consortium after **due** verification by the employer after deduction of taxes as applicable **within four weeks. (Amended)**

Article 6: Effectiveness, Commencement, Expiry and Termination of the Agreement.

- 6.1 The Agency shall make all reasonable efforts to have the Project implemented within time period of 24 (twenty four) months from the date of release of the first payment by Employer towards Project Fund or the date on which the site is made available to Agency free from all encumbrances, whichever is later. However, the agency shall not be held responsible for any delay in construction/implementation of the Project, for reasons not exclusively attributable to the agency.

- 6.2 Agency shall fulfil its obligations in accordance with this Agreement. Any unexcused delay by the Agency in the performance of its obligations under this Agreement shall render the Agency liable to Termination of the Agreement;

Provided that the Employer may terminate this Agreement by giving written notice to the Agency of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination; provided, however, that the Agency may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Employer if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by Employer for cause as provided herein, the Agency shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

- 6.3 The agency shall submit a calendar/work chart for execution of the project in the DPR for approval by the employer (Govt. of Haryana).

- 6.4 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an agency's Event of Default, employer shall have a right to get the project completed and/or services delivered thorough a third party, at the risk and cost of the agency. In such a case employer shall retender for the remaining areas/services and the agency shall be liable to the employer for any excess costs for such similar services, if any.

Article 7: Dispute Resolution

- 7.1 In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the Employer. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the arbitral tribunal shall be final and binding on both the parties. The venue of the

arbitration shall be only at Chandigarh. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent courts at Chandigarh alone to try and adjudicate upon any matter concerning this Agreement. However, any award passed in pursuance of the arbitration proceedings may be executed by any court of competent jurisdiction anywhere.

- 7.2 It is expressly agreed that the Agency (including its sub- Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Employer and Agency, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the Agency.

Article 8: Exclusions, Waiver and Amendments, etc.

- 8.1 Nothing contained in this Agreement shall prevent Agency to pursue their interests in other states as well as in Haryana and, for that purpose to enter into other partnerships and / or agreements for specific projects provided such partnerships and / or specific projects are not in conflict with the Project.
- 8.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be construed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or other provision of the Agreement or as a waiver of any right under the Agreement.
- 8.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.
- 8.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 8.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 8.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 8.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 9: Confidentiality

9.1 Neither Party shall disclose to anyone not a party to this Agreement any confidential or proprietary information as to the other Party's business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by Agency and know-how (collectively, the "Confidential Information") and both Parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority. The obligation herein stated shall survive the Termination of this Agreement.

Article 10: Non Assignability

10.1 Subject to the provisions of this Agreement, this Agreement is personal to the Agency and shall not be capable of Assignment, except with the prior written consent of Employer. The Assignment rights of the Agency shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

Article 11: Governing Law

11.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts at Chandigarh. Nothing in this Clause shall, however, be deemed to be waiver of the privileges and immunities available to a United Nations Entity under the Privileges & Immunities of the UN Act, 1946 and extant conventions to which India is signatory.

Article 12: Force Majeure

12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.

12.2 In the event of a Party (affected Party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected Party shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the

affected Party knew or should have reasonably known the commencement of the Force Majeure event.

- 12.3 If the affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:
1. the obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
 2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.
- 12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's sub-agency or agent or employees or, which a diligent Party could reasonably have been expected to:
- (i) Take into account at the time of the conclusion of this Agreement and/or;
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.

ARTICLE 13: Representations and Warranties

13.1 Representations and Warranties

Both the Parties to this Agreement represent and warrant to each other that:

- (i) The Party is duly organized, validly existing and in good standing under the laws of India;
- (ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) The Party has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect;
- (vi) The Party has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government

agency which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

ARTICLE 14: Indemnity

- 14.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract / Project Contract, except to the extent that the same is attributable to a negligent or willful act or omission of the party seeking to be indemnified.

ARTICLE 15: Notice

15.1 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:

To AGENCY:

Attn. :

To Medical Education & Research Department, Govt. of Haryana :

Attn. : Director
Medical Education & Research, Haryana
Paryatan Bhawan, Bays No. 55-58, 2nd Floor Sector -2, Panchkula
Phone No. 0172-2560799 Fax No. 0172-2583588
E-mail address: dmer.haryana@gmail.com

Notice shall be deemed to have been received and shall be effective three days after the date of mailing in the case of a dispatch thereof any registered air mail, and on the next working day after the dispatch thereof by facsimile.

IN WITNESS WHEREOF the Parties hereto have put their hand this day and date first above mentioned.

Signed on behalf of Agency by:	Signed on behalf of Employer by:
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____

Witnessed by:	Witnessed by:
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

SCOPE OF SERVICES

SCOPE OF SERVICES OF THE AGENCY:

The Agency will perform the following Services for the Project under this Agreement as described below:

(A) COMPREHENSIVE ARCHITECTURAL SERVICES:

The Agency shall provide comprehensive services broadly described hereinafter:

(a) Conceptual design stage

The Agency shall

- (i) Develop Concept Plan acceptable to Employer.
- (ii) Interact with Employer, modify the concept design, if required, incorporating necessary changes and submit revised/modified conceptual design with reference to the requirements given, providing details of useful area, circulation area, plinth area, ground coverage, FAR, services and broad specifications etc.
- (iii) Obtain approval of final Concept Plan from Employer.
- (iv) Propose methodology for execution of work having regard to various facilities already operating at site.

(b) Preliminary Drawings/Design Stage:

The Agency shall:

- (i) Prepare report on site evaluation-
- (ii) Conduct detailed topographic survey of the project site.
- (iii) Carry out surveys of all existing services in site area. **The part of the project site has some buildings which will be either retained or demolished otherwise large part of the land is encumbrance free. The cost of demolition and earning from the demolished material shall be reflected in the DPR. (Addition)**
- (iv) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (v) Prepare and submit preliminary drawings, designs, specifications etc.
- (vi) Suitably modify the preliminary drawings, designs, etc. as discussed with Employer
- (vii) Prepare preliminary estimates for obtaining sanction of Employer,
- (viii) Submit drawings to local bodies like Fire/Forest etc. for clearance / approval,

(ix) Obtain approval of Employer with regard to various specifications & finishes to be provided in the proposed buildings

(c) The agency shall submit a Detailed Project Report (DPR) for approval of the competent authority (Govt. of Haryana). The DPR will be prepared in accordance with all applicable National Codes and all buildings/structures shall be seismic resistant as per relevant Zone specifications. The buildings and other infrastructure including hospital shall be as per norms of Medical Council of India for admissions of 100 MBBS students. The medical equipment procured by the agency must be of latest generation/technology and furnishing shall be of high quality adhering to the norms laid down by MCI in this regard.

(d) Detailed Design Stage

The Agency shall

(i) Carry out detailed geotechnical/sub soil investigations necessary for facilitating design of various structures.

(ii) Prepare detailed Architectural, Structural, Services drawings including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision.

(iii) Prepare complete Architectural, Structural and services design & drawings and working details, schedules, specifications and bills of quantities to describe the whole project adequately for the purpose of taking Employer approval and of all the local bodies and for placing the main and other subsidiary Contracts by Employer.

(iv) Proof checking / vetting of structural designs of all buildings shall be got done through an agency approved by Employer.

(v) **The agency will provide 10 sets of drawings to the employer. (Amended)**

(B) BID PROCESS MANAGEMENT

1.1 Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short listing agencies for the project.

1.2 Preparation of tender documents including specifications and bill of quantities, drawings etc. for calling of tenders & implementation of Project.

1.3 The Agency will invite the tenders.

1.4 The Agency shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main Contract document for the work.

1.5 The Agency shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Agency shall

thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions.

1.6 It shall be the duty and responsibility of the Agency regarding acceptance or rejection of the tenders received. The agency, shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Agency shall be final and binding on all the parties.

1.7 The Agency shall execute the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.

(C) CONSTRUCTION STAGE ACTIVITIES

Construction & Commissioning

Agency shall be responsible for executing and commissioning the work on a turnkey basis and shall be responsible for getting the project facility constructed as per approved designs. Towards this the Agency shall engage various contractors and suppliers and enter into Project Contracts with such contractors and suppliers. The Agency shall be responsible for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the Employer.

5.5 Construction Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities
- (iv) Review Contractors' work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (vi) To have utility diversion plans prepared by the Contractor and follow up with the utility owners concerned.
- (vii) Review and suggest modifications to the traffic diversion plans prepared by the Contractor during construction period in consultation with the departments concerned.
- (viii) Regular monitoring of the Contractor's equipment, plant, machinery, installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (ix) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life

or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.

- (x) Interpretation of the technical specifications and Contract documents, wherever required.
- (xi) Inspect the works on substantial completion before taking over and indicate to Employer, any outstanding work to be carried out by the Contractor.
- (xii) To carry out all functions of Engineer-in-Charge as stipulated in the Contract(s) executed with the Contractor(s) or any other agency engaged for the execution of the Project.
- (xiii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xiv) The Agency shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.

5.6 Progress of Works

- (i) Implement a system for monitoring the progress of works.
- (ii) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and initiate early actions with regard to the delays in the execution of works. Agency shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the Agency shall be objective and shall substantiate any event / recommendation with factual data and information. The Progress Reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.
- (v) Submit method statement of the work indicating timelines for award of various subworks.

5.7 Measurement of works and Payment

- (i) Verify the field measurement of completed works and of quantities of materials incorporated in the work being carried out by the Contractor(s),
- (ii) Checking and certification of all monthly bills, interim bills, escalation bills, final bill of the Contractor including release of payments from the Project Fund, to be created for timely & smooth execution of the Project.
- (iii) Scrutinize and take suitable action on the claims raised by the Contractor, if any,
- (iv) Assist Employer in dealing with matters relating to the audit queries and CTE paras.
- (v) Prepare and submit a detailed statement of account and closure report of the Project on its completion.

(D) COMPLETION CERTIFICATE

- (i) Agency will issue the Completion Certificate on completion of the Project in accordance with the Contract.
- (ii) Agency shall submit and procure completion plans to local bodies like /Fire/Traffic Police etc. and obtain completion certificate. Similarly, fitness certificates for operating Lifts / Escalator shall be obtained by Agency.**

(E) MAINTENANCE SCHEDULE

- (i) Agency will ensure AMC/CMC for all equipment and machinery deployed by them. The maintenance cost beyond the terms and conditions of procurement will be indicated separately in the DPR (Amended)**
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) Agency shall ensure taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.
- (iv) The agency will also ensure the maintenance of building constructed for five years after completion and the cost of maintenance on annual basis for the items not covered under (iii) above will be indicated separately in the DPR.. (Amended)**
- (v) Agency shall also be responsible for the maintenance of equipments and other services such as air conditioning, lift/fire fighting, plumbing/medical gas supply, EI, Public Health, land scaping and I.T. (Amended)**
- (vi) Medical equipment shall be purchased with two years warranty followed by 5 years CMC unless otherwise specified. (Amended)**

(F) PROCUREMENT OF EQUIPMENTS & ICT SERVICES

- (i) Need assessment of medical/Information & Communication Technology (ICT) equipment; Equipment planning and preparation of Procurement Plan;
- (ii) Review of technical specifications; Pre-qualification (as applicable)
- (iii) Pre-bid meetings; Solicitation; Opening of Bids; Evaluation of Proposals
- (iv) Recommendation for award of work; issue of contracts/purchase orders
- (v) QC standards verification/inspection where necessary
- (vi) Placing purchase order; pre-dispatch inspection and shipment
- (vii) Delivery to consignees; liquidated damages on account of delayed deliveries
- (viii) Post delivery/installation inspection; inspection by independent/accredited agencies
- (ix) Installation, user training, commissioning in sync with building construction
- (x) Contract management, enforcement of warranty and CMC services
- (xi) Hand-holding in initial procurement & management of basic/essential services

(G) TRAINING AND CAPACITY BUILDING

- (i) Training and capacity development of key staff in national and international best practices in management of procurement of services, equipment services and their operation. **(Amended)**
- (ii) Transfer of relevant knowledge/soft skills, SOPs, templates in relevant aspects of project implementation, particularly contract management of goods and services
- (iii) Sharing of supplier/contractor performance data base.

(H) MONITORING & REPORTING

- (i) The Agency shall employ modern/latest tools for effective monitoring of the entire project at all stages. These will include web-based tools for project management status
- (ii) The Agency will provide regular reports to the Employer on physical and financial progress of the project and such other aspect and in the format required by Employer.
- (iii) The employer shall have the right to inspect the project as and when required till the completion of the project.

(I) DELIVERABLES AND TIMELINES:

(i) The agency will strict to the time frame as detail below to avoid attraction of penalties:

Stage	Duration
Concept Plan	1 months (Amended)
DPR Approval	2 months
Bid Process Management	2 months
Construction, Procurement of Medical Equipments, and Training and Capacity Building [Processes to run concurrently to the extent feasible]	20 months
Total	25 months

(ii) Extension of Time (EOT)

The work is to be completed within the scheduled time frame and no extension shall be granted. However, in case of delay in completion of work due to reasons beyond control of the agency, suitable extension of time may be granted by the employer for which the agency will make request to the employer, subject to other conditions.

Annexure 2

PROJECT DURATION

1. The Project duration shall be **25 (twenty five)** months from the date of release of the first payment towards Project Fund or from the date of release/deposit of the estimated cost or the date on which the site is made available to Agency free from all encumbrances, whichever is later. **(Amended)**
2. Construction work shall be carried out in accordance with the implementation schedule as defined in the Project Contract with the Contractor/s.
3. Employer shall hand over the Project Site free of encumbrances, in line with the agreed implementation schedule of the Project.
4. Agency shall make earnest efforts to get approvals from statutory bodies, within a shortest possible time. However, Agency shall not be held responsible for any delay in implementation of the Project due to delays in such approvals.
5. In case of any delay in completion of the Project due to reasons that are not attributable to the Agency, the Agency shall neither be liable nor responsible.
6. Agency shall provide a Construction schedule to Employer from time to time in the form of a bar chart and such other relevant means.

AGENCY'S REMUNERATION

Agency shall be entitled to receive following payments on the basis outlined below, in view of the role to be performed:

- A. **Fees for Consultancy Services** - sum equivalent to per cent of the Estimated Project Cost (EPC) indicated in the RFP. This amount is inclusive of all applicable taxes.

It is hereby clarified that the actual payment to the Agency, under the Contract, shall be restricted to the aforesaid percentage of the EPC or that of the actual Project Cost, whichever is lower. The actual Project Cost shall be worked out as per Section B below.

For any additional scope of work, Agency's Remuneration shall be augmented at the same rate as agreed for the original scope of work.

B. **Project Cost**

The Project Cost shall cover the following activities:

- (i) Total executed cost of the Project including the work executed by all the Contractors (including price escalation /variation as per provisions of Project Contract), agencies, suppliers if any, payments deposited directly by the Employer in connection with the execution of the said work etc., Cost of any infrastructure provided by the employer shall be a part of DPR but will not be counted for the purpose of calculation of consultancy fee.
- (ii) Cost for modification of the existing infrastructure if any.
- (iii) Cost of shifting/ rehabilitation of existing utility services that are affected during project implementation.
- (iv) Cost of HVAC, Sanitary, Fire detection, Fire Alarm & Fire Fighting, security systems, interior works etc.
- (v) Cost of shifting /cutting of affected trees and landscaping works including cost of replanting trees etc.
- (vi) Cost of any other works that may be considered necessary for successful accomplishment of the Project.
- (vii) Cost of Survey work, Soil tests/ geo-technical investigations, design audit by third party,
- (viii) Cost of litigation, if any, with a third party or individual organization to remove legal barriers in the execution of works.
- (ix) Advertisement Charges for issuing Notice Inviting Tenders.
- (x) Cost of testing of materials/ workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.

- (xi) Any amount paid /payable to the Contractor(s) towards his claims as considered reasonable by the Agency /Employer.
- (xii) Any amount paid/ payable to the Contractor towards his claims not accepted by the Agency but decided in favour of the Contractor(s) by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Employer/ Agency in the Arbitration or Court proceedings. The amount will however exclude the elements of award of the arbitrator/Court of Law on items which are finally attributed to Gross negligence of the Agency.

(xiii) Cost of medical equipment procurement, installation and maintenance. (Amended)

C. The Agency will be paid consultancy fee as a percentage of the financial quote as per the schedule given below:

Sr.No	Milestone	% of Fee	Remarks
1	On signing of agreement (Amended)	05% of fee	
2	On approval of DPR	10% of Fee (Amended)	
3	On appointment of Contractor(s) / Placing work order on suppliers	10% of Fee (Amended)	Payable on pro-rata based on value of Project Contracts awarded as % of the total value of all the Project Contracts to be awarded.
4	During construction	60% of Fee (Amended)	Payable on quarterly basis progressively on pro-rata basis in proportion to the value of the work executed during that particular period by the agency
5	Training and Operational Capacity Building	05% of Fee	
6	At the time of finalisation of the project which shall be the stage of handing over.	10% of fee (Amended)	
	Total	100% of Fee	

Value of the Fee shall be as provided in Section A above.

D. Deleted (Amended)

Note : The fee for the maintenance services will be payable separately after start of maintenance phase. **(Amended)**