

POSTGRADUATE INSTITUTE OF MEDICAL EDUCATION & RESEARCH, CHANDIGARH

INVITATION OF REQUEST FOR PROPOSAL (RFP) FOR ENGAGING CONSULTANT

Hospital Engineer (Civil-I), PGIMER, Chandigarh on behalf of the Director PGIMER Chandigarh invites online **Request for Proposals** in two bid system (Eligibility Bid & Financial Bid) from the practicing reputed and experienced Consultants/Architects who are well conversant and have successfully completed the eligible assignments.

RFP No.: PGI/Engg./Civil-I/2018/39, **Name of Work:** Architectural & Engineering Consultancy services for the work of "Construction of Residential Accommodation at PGIMER Campus, Sector-12, Chandigarh", **Estimated Cost of Project:**Rs.93.50 Crore, **Bid Security:** Rs. 2.68 Lakh, **Period of Completion:** 18 Months, **Date and time of Pre Proposal Conference:** 11.05.2018 at 3.00PM, **Last date and time of submission of bid:** 17.05.2018 upto 4.00 PM, **Last date & time for submission of Original Bid Security:**18.05.2018 upto 11.00AM , **Date and time of opening of Eligibility bid:** 18.05.2018 at 11.30 AM, **Date and time of Presentation:** 24.05.2018 at 3.00PM. The original **Bid Security** as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Civil-I) as per above schedule failing which the bid shall be treated as invalid.

The scope of the work shall include, but not be limited to the Preparation of Concept Designs, Architectural drawings , Interior & Structural Drawings etc., Designing of all engineering services like Electrical, Plumbing, Fire Fighting, fire Alarm, pressurised mechanical ventilation system in basements, landscaping, roads & paths, traffic movement & parking etc. The scope also includes preparation of Estimates and DNITs, getting various regulatory clearances and monitoring during execution of work.

Bidders may download the document from website: www.tenderwizard.com/PGIMER, www.eprocure.gov.in and official website of the PGIMER www.pgimer.edu.in.

PGIMER reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective applicants are also advised to regularly visit above mentioned websites as Corrigendum/amendments etc., if any, will be notified on these websites only and no separate notification shall be made for this. **The bidders are requested to get their firm registered on the website www.tenderwizard.com/PGIMER, for participating in e-tendering process. (Helpdesk no. for registration- 09257209340 & 08054628821**

Hospital Engineer(Civil-I)
PGIMER, Chandigarh
Tele: +91 0172 2755860
M:7087008072/
7087008869

DISCLAIMER

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

No reimbursement of cost of any type on any account will be paid to Applicants submitting their Bid.

INVITATION FOR PROPOSAL

TECHNICAL

INTRODUCTION

1.1 Background

- 1.1.1 The Director, Post Graduate Institute of Medical Education and Research (PGIMER), Chandigarh (the "**Authority**") intends to undertake the construction of 144 houses in its residential complex for its employees and as part of this endeavour, the Authority has decided to invite proposals from practicing reputed and experienced Consultants who are well conversant and have successfully completed the eligible assignments. The built up area for the housing project shall be approximately 29000 Sqm. The indicative cost of the project is Rs.93.50 crore (Rupees Ninety Three Crore Fifty Lakh).
- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to appoint a consultant for **Architectural & Engineering Consultancy services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**. If found technically feasible and financially viable, the Project may be awarded to a private entity (the "**contractor**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between the Authority and the Contractor.
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant for preparing the detailed estimate, bid documents, assist the Authority in the bidding process, monitor & supervise during execution stage and gets the occupancy certificate. The Technical Consultant shall prepare the bid documents in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.2 Request for Proposal

The Authority invites online Proposals (the "**Proposals**") for selection of a Technical Consultant (the "**Consultant**") in two bid system (Eligibility bid & Financial bid) who shall prepare an estimate and bid documents for the work of **Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh**

The services shall be in conformity with the TOR (collectively the "**Consultancy**").The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

- 1.2.1 The Intending bidder is eligible to submit the bid provided he fulfills the eligibility criteria mentioned at page 11 & 12 and eligibility shall be decided on the basis of documents uploaded by the bidders
- 1.2.2 The bid document consisting of terms & conditions, scope of work, financial bid and other necessary documents can be seen on website www.tenderwizard.com/PGIMER, www.eprocure.gov.in and official website of the PGIMER www.pgimer.edu.in free of cost.
- 1.2.3 After submission of the bid the Bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 1.2.4 While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- (i) Bid Security in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Director PGIMER Chandigarh) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
A part of Bid Security is acceptable in the form of bank guarantee also. In such case, minimum 50% of Bid Security or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.
- The original Bid Security as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Civil-I) upto 11.00AM on 18.05.2018 failing which the bid shall be treated as invalid.**
- (ii) Interested bidders who wish to participate in the bid has also to make following payments within the period of bid submission:
e-tender processing fee - Rs. 6,000 /- plus GST as applicable shall be payable to M/s ITI Limited through their e-gateway by credit /debit card, internet banking or RTGS/NEFT facility.
- (iii) Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee with M/s ITI Limited and Bid Security Deposit, documents scanned and uploaded & Bid Security in physical form are found in order.
- 1.2.5 The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.

- (ii) The bidder does not upload all the documents (including PAN No. & GST registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) The intending bidder does not deposit original Bid Security physically (as scanned & uploaded) upto 11.00AM on 18.05.2018.
 - (v) If a firm quotes nil rates against item in the financial bid.
- 1.2.6 The firm whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the Service Charge Fee within 15 days from the date of issue of Letter of Intent. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form (**Annexure-4**).
- The Performance Guarantee shall be initially valid for whole period plus 60 days. In case the time period gets enlarged, the agency shall get the validity of Performance Guarantee extended to cover such enlarged time. After completion of project, the performance guarantee shall be returned to the agency, without any interest.
- 1.2.7 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 1.2.8 This Request for Proposal shall form a part of the contract document. The successful bidder, on an acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:
- a) The Request for Proposal, all the bid documents etc. thereof together with any correspondence leading thereto.
 - b) Integrity Pact
- 1.2.9 All the payments to the agency shall be deposited in their bank account through RTGS and the agency shall submit the detail of his bank account & IFSC code after award of work.
- 1.2.10 All the disputes concerning this proposal are subject to Chandigarh Court Jurisdiction only

- 1.2.11 In case, date for opening of Eligibility/ Financial bid is declared/happens to be public holiday, the Eligibility / Financial bid will be opened on the next working day.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Download RFP Document

The RFP document consisting of terms & conditions, scope of work, financial bid and other necessary documents can be seen and downloaded from website www.tenderwizard.com/PGIMER, www.eprocure.gov.in and official website of the PGIMER www.pgimer.edu.in free of cost.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of 90 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. The date of opening of Financial bid shall be intimated later. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3.

1.7 Currency conversion rate and payment

1.7.1 Not Applicable

- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Estimated Date
1. Last date for receiving queries/clarifications
2. Pre-Proposal Conference
3. Authority response to queries
4. Proposal Due Date or PDD
5. Opening of financial bid	To be intimated
6. Signing of Agreement	Within 10 days of LOA
7. Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Hospital Engineer Civil (I)
Phone: 0172-2755860
Mobile: 7087008072
Email: hecivil@rediffmail.com & hospitalengineercivil1@gmail.com

However, for the convenience of the Applicants, a pre-Proposal visit to the Site has been arranged on 10.05.2018 at 1100 hrs. The Applicants who desire to avail this facility may visit office of Hospital Engineer (Civil-I) on the date and time mentioned above.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:
Date: 11.05.2018
Time: 1500 hrs
Venue: Office of Hospital Engineer (Civil I)

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:
Hospital Engineer (Civil I)
Civil Division I
Department of Hospital Engineering & Planning,

PGIMER, Sector 12, Chandigarh

Phone: 0172-2755860 Fax:0172-2748368

Email: hecivil@rediffmail.com and hospitalengineercivil1@gmail.com

1.11.2 The **Official Website** of the Authority is:

<http://www.pgimer.edu.in>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: **RFP Documents**

INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "**Sole Firm**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

Key Personnel

Responsibilities

Team leader-

He will lead, coordinate and supervise the multidisciplinary team for meeting the TOR. He shall spend atleast 30 days at Project site during the entire duration of the project.

Civil Engineer-

He will be responsible for the design and construction of residential complex. He shall spend atleast 25 days at Project site during the entire duration of the project.

Electrical Engineer-

He will be responsible for the electrical services. He shall spend atleast 20 days at Project site during the entire duration of the project.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- A. **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD should have completed the following eligible assignments:

Three completed works each of value not less than Rs 32.78 crore or two completed works each of value not less than Rs 49.17 crore or one completed work of value not less than Rs 65.56 crore as cost of the project.

Eligible Assignment means “Providing Architectural & Engineering Consultancy for planning & designing of Multi Storey Houses with minimum 5-storey”.

Please note that at least one work should be of a Government Sector.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

- B. **Financial Capacity:** The Applicant shall have received an average income of Rs. 82.00 Lakhs (Rupees Eighty Two Lakhs) per annum from professional fees during the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
- i. **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.
- ii. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility as specified.

Key personnel	Educational Qualification	Length of Professional Experience	Experience on eligible Assignments
Team leader	Graduate in Architecture Should be registered with the council of	12 years	He should have lead supervised and coordinate for 5 eligible assignments.

	Architecture, India.		
Civil Engineer	Graduate in Civil Engineering	7 years	Worked for 2 eligible assignments.
Electrical Engineer	Graduate in Electrical Engineering	7 years	Worked for 2 eligible assignments.

- 2.2.3 The Applicant shall upload with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should upload a Power of Attorney as per the format at Form-3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.7 While uploading a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection

Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) a constituent of such Applicant is also a constituent of another Applicant; or
- (b) such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or
- (c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (d) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (e) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (f) a firm which has been engaged by the Authority to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project will be disqualified from subsequently providing goods or works or services related to the same project; or

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, shall

be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.4 Number of Proposals

No Applicant shall upload more than one Application for the Consultancy.

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, patient load, population density, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1. Introduction
- 2. Instructions to Applicants
- 3. Criteria for Evaluation
- 4. Fraud and corrupt practices
- 5. Pre-Proposal Conference
- 6. Miscellaneous

Schedules

- 1. **Terms of Reference**

- 2. **Form of Agreement**

Annex-1 : Terms of Reference

Annex-2 : Approved Sub-Consultant(s)

Annex-3 : Payment Schedule

Annex-4 : Bank Guarantee for Performance Security

3. **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form 1 : Letter of Proposal

Form 2 : Particulars of the Applicant

Form 3 : Power of Attorney

Form 4 : Financial Capacity of Applicant

Form 5 : Particulars of Key Personnel

Form 6 : Abstract of Eligible Assignments of Applicant

Form 7 : Abstract of Similar Assignments of Key Personnel

Form 8 : CV of Key Personnel

Form 9 : Proposal for Sub-Consultant(s)

Appendix-II: Financial Proposal

Form 1 : Covering Letter

Form 2 : Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP”

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document and post it on official websites.
- 2.11.2 The amendments will also be posted on the PGIMER website www.pgimer.edu.in, www.tenderwizard.com/PGIMER and CPP Portal <http://www.eprocure.gov.in> along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right

to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Registration certificate of the architect from Council of Architecture, India;
- (f) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (g) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (h) the CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (i) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (j) Professional Personnel proposed have good working knowledge of English language;
- (k) Key Personnel would be available for the period indicated in the TOR;
- (l) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (m) the proposal is responsive in terms of Clause 2.21.3.
- (n) The past experience in similar nature of work should be supported by Certificates issued by an officer not below the rank of Executive Engineer. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates (Form 16A). Value of work will be considered equivalent to the amount of TDS Certificates (Form 16A).
- (o) Copy of GST registration No.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the

Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The CV of each such Professional Personnel should be submitted in the format at Form-8 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-9 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (in Form-2 of Appendix-II) in Indian Rupees.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal. GST should be quoted extra paid as per prevailing rules/regulations/Govt. of India instructions. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.16 Submission of Proposal

2.16.1 The Applicants shall upload the Proposal by the said date and time

2.16.2 The rates quoted shall be firm throughout the period of performance of the work and till the certification of occupancy, as per Agreement.

2.16.3 No Joint Venture and Consortium is allowed

2.17 Proposal Due Date

2.17.1 Proposal should be submitted online hrs on the Date specified in the notice in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 No Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant shall not be allowed to modify, substitute, or withdraw its Proposal after its submission.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.2,68,000.00 (Rupees Two Lakh and Sixty Eight Thousand only) through Demand Draft/Deposit at fee receipt/Fixed Deposit Receipt issued by one of the Nationalized /Scheduled Banks in India in favour of the Director, PGIMER payable at Chandigarh. The bid security of unsuccessful applicants shall be returned within 30 days. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement after furnishing the performance guarantee and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof. The integrity pact shall also be signed at the time of Agreement as given in Annexure-5.
- 2.20.2 Scanned copy of Bid security should be uploaded.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant submits a non-responsive Proposal;
 - b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during discussions as required vide Clause 2.24.1;

- e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The Authority shall open the Eligibility Bid on the Proposal Due Date and time as specified in the notice. The "Financial Proposal" shall be opened at a later date which shall be intimated to the Applicants who qualify based on technical evaluation.
- 2.21.2 Not Applicable
- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if
 - a) the Technical Proposal is received in the form specified at Appendix-I;
 - b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
 - d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - e) it contains all the information (complete in all respects) as requested in the RFP;
 - f) it does not contain any condition or qualification; and
 - g) it is not non-responsive in terms hereof.
- 2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

- 2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The date of opening of Financial Proposals will be intimated later. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The applicant whose bid is found to be the lowest shall be declared the successful applicant.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Discussions

The Selected Applicant may, if necessary, be invited for discussions. The discussions shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, following amount specified for the original Key Personnel shall be deducted on the basis of 30 mandays from the payments due to the Consultant.

Team leader- Rs.40,000/-, Civil Engineer- Rs.32,000/-, Electrical Engineer- Rs.32,000/-.

In the case of a second substitution hereunder, such deduction shall be double the amount mentioned. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Not Applicable

2.27 Award of Consultancy

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the

LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA.

2.28 Execution of Agreement

The Selected Applicant shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein. In such an event, the Bid Security of the Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. It will be mandatory for all applicants to give presentation on the proposed methodology and work plan. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.
- 3.1.2 Each Key Personnel must score a minimum of 50% marks.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item code	Parameter	Maximum marks	Criteria
1	Relevant experience of the Applicant.	20	(i) 50% marks for the minimum number of eligible assignments and (ii) 100% marks for twice the number of minimum eligible assignments. In between (i) & (ii) – on pro-rata basis
2	Financial Capacity	20	(i) 50% marks for minimum financial eligibility capacity and (ii) 100% marks for twice the minimum financial capacity. In between (i) & (ii) – on pro-rata basis
	Presentation on proposed methodology and work plan covering following aspects:- <ul style="list-style-type: none">• Past experience in carrying out similar projects.• Details of one of the designed multi-storeyed houses.• Concept of the proposed project	10	Evaluation will be based on the quality of presentation and submission.

	along with time line for completion.		
4	Relevant experience of the Key Personnel	50	(i)50% marks for minimum number of eligible assignments and (ii) 100% marks for twice the minimum number of eligible assignments. In between (i) & (ii) – on pro-rata basis
4 (a)	Team leader	20	
4 (b)	Civil Engineer	15	
4 (c)	Electrical Engineer	15	
	Grand total	100	

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”) in case of Applicants:

“Providing Architectural and Engineering Consultancy for planning & designing of Multi Storey Houses with minimum 5-storey”.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short- listed for financial evaluation in the second stage. However, if the number of such pre- qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

In the second stage, the financial bid of only those applicants who qualify the technical bid shall be opened on date and time which will be intimated later. The financial bid should be unconditional. The conditional price bid shall not be considered.

The competent authority will scrutinize the financial bids and the Applicant who quotes the lowest shall be declared successful. In the event of more than one lowest Applicant, the Applicant who gets maximum marks in the technical evaluation amongst lowest Applicants will be treated as successful Applicant. However, the Institute does not bind itself to accept the lowest or any other proposal and reserves to itself, the right to reject any or all the proposals received without assigning any reason.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning

hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) same as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.3)

**Architectural & Engineering Consultancy Services for the
work of "Construction of Residential accommodation at
PGIMER Campus, Sector-12, Chandigarh"**

TERMS OF REFERENCE (TOR)
FOR TECHNICAL CONSULTANT

Terms of Reference (TOR)

1. INTRODUCTION

The Authority seeks the services of qualified firms for providing **Architectural & Engineering Consultancy services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**. Post Graduate Institute of Medical Education & Research, Chandigarh which is considered an island of excellence in the field of medical care and medical education, started functioning in 1963 with broad objectives to train postgraduate students of medical services, conduct high quality research relevant to the local and national needs and provide patient care of the highest quality. The Institute has excelled in all the three core areas namely patient care, medical education and research.

The Institute has a large campus having an area of 277 acres comprising of hospital buildings, ancillary buildings, research blocks, support area, service area, residential colony etc. Apart from this, there are number of new specialized centres including AEC, APC, New OPD, DDTC, ACC, ATC etc. The residential zone already has 845 houses. Now the institute intends to construct 144 houses (72 No. Type-III & 72 No. Type-V). The proposed housing has been taken as per FAR 2.0. The houses shall be multi storey houses having basement , G+5 storey with provision for extension of further 2 storey for 6 No. Blocks (3 No. Type-III & 3 No. Type- V) houses. The project shall fall in Category-II between 20,000 Sqm to 50,000 Sqm area as per notification S.O. No.3999 (E) dated 09.12.2016 issued by Ministry of Environment, Forest and Climate Change.

2. OBJECTIVE

The objective of this Consultancy (the "**Objective**") is to develop high quality multi-storey Houses with latest specifications, norms of CPWD and Chandigarh Building Bye Laws 2017. Moreover, the proposed houses are required to be made accessible in compliance with the Harmonized Guidelines of Ministry of Urban Development for special standards for barrier free built environment.

3. SCOPE OF SERVICES

The selected Consultant shall provide Architectural & Engineering Consultancy for Planning and Designing "**Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh**" including but not limited to the Preparation and Development of Concept Designs, Preliminary and Working Architectural , Interior & Structural Drawings for multistorey houses having basement, Ground + 5 storeys and provision for extension of further two storeys for 6 No blocks (3 no. of Type-III + 3 No. of Type-V) including preparation of Preliminary and Working Drawings for construction and services like Electrical, Plumbing, Fire Fighting, fire Alarm, pressurised mechanical ventilation system in

basements, landscaping, roads & paths, traffic movement & parking along with cost estimates, drawings and specifications etc. as per detailed scope of work for the proposed Houses.

The selected Consultant shall be required to provide services in respect of the following:

A. CONCEPT DESIGN

- Ascertain PGIMER's requirements, examine bearing capacity of soil & site constraints & potential; and prepare and submit a Design Brief for PGIMER's approval.
- Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- Prepare and submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
- Submit Design basis reports in respect of structural systems and all services
- Prepare and submit conceptual designs with reference to approved design brief and prepare preliminary estimate on cost area basis, for all components, services of the project.
- Architectural controls/ guidelines for concept plan.
- The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- The norms for 'integrated projects' as per Chandigarh building bye laws 2017 and holistic integration of the environmental sustainability brief in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in planning and design phase.

B. PRELIMINARY DESIGN AND DRAWINGS

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, walk through, 3-D models etc., for the required approval along with preliminary estimate on cost area basis.

C. DRAWINGS FOR STATUTORY APPROVALS

Prepare drawings necessary for obtaining statutory approvals ensuring compliance with codes, standards and legislation, as applicable and obtain statutory approvals thereof, as required.

D. WORKING/DETAILED DRAWINGS AND TENDER DOCUMENTS

Prepare working drawings (coordinated across various disciplines), specifications and schedule of quantities, detailed estimate of cost and tender documents including mentioning code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials &

works and other conditions of contract.

E. GOOD FOR CONSTRUCTION DRAWINGS

To prepare and submit all Good For Construction (GFC) drawings within the time as specified in RFP.

F. The designs and drawings should comply to minimum 3-star GRIHA rating

G. The final structural Designs/drawings submitted shall be got proof checked from IIT/NIT/PEC/ Govt. Engg. College.

4 DETAILS OF SCOPE OF WORK

4.1 Architecture and Engineering Design

4.1.1 Broad Objectives of Architecture Design shall include:

- Architecture Design solution shall respect the overall cost limit and propose value analyzed solutions maximizing functional utilities.
- Solutions to take cognizance of the current materials and construction technologies.

4.1.2 Overall Architecture Design Approach

Carry out surveys, soil bearing capacity, soil test etc. from a Government approved laboratory to study and interpret soil investigation report and finalize input data for structural and foundation design for building(s), types of structures that will be most suitable, existing drainage systems & water flows which can be used to the advantage of project to save cost or which need to be accounted for to prevent disruption during execution and in working after project has been made functional.

Study report of functional project requirements and control drawings, design controls that are prescribed by concerned local body and preparation of design philosophy for building structure, external and internal services. Detailed understanding of the functional needs will ensure that design meets the expectations. Design Consultant will also have to interact with PGIMER at this stage to help in freezing up requirements and ensuring that essential features/requirements do not get left out.

Designing the structure and services shall be as per provisions made in relevant Codes & specifications, as applicable & be in complete compliance with the applicable provisions of the National Building Code of India and Chandigarh Building Byelaws 2017.

The Design Consultant shall prepare detailed drawings of all services and their interconnectivity including but not limited to water supply, drainage, sewerage, electrical, fire detection and firefighting, garbage disposal and other such services. The architect shall also prepare an integrated layout plan of proposed complex showing location of all the external services. The

architect shall also be responsible in obtaining approval of plans & schemes of all services from the concerned local statutory authorities.

All the detailed architectural and working drawings, where required, should be supported with 3D Views, Blow-ups of typical & critical areas and walk through to facilitate understanding of designs by site engineers & compliance to designs. Preparation and submission of three-dimensional form, model showing the complete proposal. The size and scale of all the deliverables, drawings and models to be prepared will be as per the requirement of that particular item, best engineering practices and as decided by the Authority. All building-wise Floor Plans for all blocks, Elevations, Sections and Finishing Schedule should be prepared.

The initial sanctioning of the building plans for fresh construction shall remain mandatory as per Chandigarh Building Byelaws 2017. But, if any realignment/readjustment of internal temporary partitions in the existing building is required at a later stage, the consultant/architect supervising the same shall ensure that the said changes are within building rules and architectural control/ zoning as applicable to that building.

During execution stages the consultant shall render complete support to the Construction Manager and facilitate the execution of works. In case any difficulty is envisaged in execution at site then, if need be, the designs/drawings shall be amended by the Architect to remove bottle-neck. The consultant shall also submit a certification that the construction of building upto DPC level is as per the sanctioned plan.

The consultant shall be responsible for proper construction activities till completion certificate is issued. The completion certificate shall be issued as per the procedure laid down in Chandigarh Administration. He shall be held responsible in case the certificate furnished by him with regard to construction as per the Building Rules is found to be false.

4.1.3 Engineering Design

The design has to be efficient, economical, robust, modular, scalable and future ready and be in compliance of all statutory norms/codes and aligned to best engineering practices in the field of multi storey Houses.

4.1.4 Landscape Design

Landscape design must demonstrate climate-centric mix of soft and hard scapes, maintainable and water efficient. The primary objective is to ensure native vegetation, shaded trees, and minimum water requirement for up-

keep of landscaping. The Design consultant should keep in mind the climatic zone of the area before landscape designing.

4.1.5 Drawings and Documentation:

Drawings and documentation control plan shall be explicit to ensure proper information dissemination. This shall include design, quantities, specification and "method statement". All documents and data supplied by the Design Consultant shall be ensured to be adequate and appropriate. The accuracy and correctness of the documents supplied by the consultant shall be his responsibility.

4.1.6 Statutory Approvals:

Design Consultant shall prepare drawings as necessary for statutory approvals from authorities like Municipal Authorities, Fire Department, EIA, Chief Architect Office U.T. Chandigarh, Pollution Control Board and ensure compliance with codes, standards and legislation, as applicable and shall also be responsible for obtaining all necessary approvals from the authorities. The consultant shall also be responsible for obtaining Environmental clearance as per Chandigarh Building bye laws 2017. However, the necessary fees for obtaining such approvals and clearances shall be borne by the Institute.

The Design Consultant shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities. The compliance to the statutory requirements shall be inherent to the design and solutions. For the obligations related to PGIMER, the Design Consultant shall provide such guidance well ahead in time. Approval of removal of trees from site shall be the responsibility of consultant.

4.1.7 Specifications for Building, Services and Equipment

Design Consultant shall prepare Data sheet showing Room wise and Building wise finishing, flooring and Door window, and other high end Inventory schedule. Specifications to be prepared shall be broadly based on CPWD/BIS specifications and GPRA norms issued by Ministry of Urban Development.

4.2 CIVIL & STRUCTURAL ENGINEERING SERVICES

4.2.1 General

- The Design Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts required for execution of all works as per latest relevant IS Codes & guidelines for specific functional structures/areas and shall at all times show a high degree of professionalism in his work.

- Should provide all changes required due to site conditions and as per Institute's time-to-time requirement.
- Issue a Structural Stability certificate.
- The Design Consultant may get conducted surveys, geo-technical tests, soil tests etc. from a Government approved laboratory at his own cost, or other investigations as required to determine the basis of technical and economic criteria for the appropriate measures to accomplish economic designs.
- Design basis report shall be submitted by the Design consultant for obtaining approval of PGIMER
- The Design Consultant will be fully responsible for the structural design of all the Civil structures of the proposed houses.
- All the structural designs should be got proof checked from any IIT/NIT/PEC or Govt. Engg. College.
- The complete design will be carried out keeping in view that these buildings are lifeline buildings and are required to be stable and will continue to remain functional in case of any natural disaster
- The structural systems shall be such as to ensure most efficient usage of available space and shall not obstruct or hinder passage of services nor shall they result in any additional cost having to be incurred to carry such services.
- Design Consultant shall take due care to ensure that the clear heights available in different areas does not get impacted due to any structural system that impedes laying of services

4.2.2 Traffic Management design - The Consultant shall do the overall Traffic Management design for the whole project along with approach road design.

4.3 SERVICES DESIGN

- The broad scope of designing of services for the project under this contract shall include but not be limited to Complete Planning & Design of Electrical systems, Fire Detection & Fighting, PHE, Pressurized Mechanical ventilation system in basements, Roads & Paths etc.
- This shall entail preparation of conceptualization plans based on conceptual design and specifications in compliance with U.T/State electricity board/other statutory authorities (Internal & External Electrical Services)/Indian & International standards, norms that may be applicable and responsibility in obtaining all Statutory approval
- All designs shall be efficient, economical, flexible and future ready and compare to best international practices/standards
- Preparation of Detailed bill of quantities, tender documents, specifications etc.
- Preparation of detailed drawings, composite drawings, site layout, Modification to the drawings during execution if required and also assist PGIMER during the execution.
- Advising on Sourcing of materials

4.4 ELECTRICAL

- Electrical services design shall include assessing the power requirements of individual components and aggregate them for the entire.
- Assessing the electrical requirements and finalizing the rating of all the apparatus/ equipment that will be installed in the buildings ensuring highest safety standards are inbuilt in the designs in accordance with the relevant Indian/international regulations and Standards.
- Design the distribution systems and prepare single line diagrams with details of accessories and equipment
- Carry out detailed designs, prepare complete technical specifications and Bill of quantities for a comprehensive electrical power distribution scheme from receipt of power to distribution all across the complex
- Indoor and outdoor lighting including making recommendations for the type of luminaire that should be used.
- Lightning protection and earthing systems of all the buildings and sensitive equipment, plants & machinery etc.
- Design and specify the details and capacities of sub-stations, HT panels, Transformers, LT panels.
- Specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, LT panel & DG sets to ensure uninterrupted power supply to all essential services.
- Specify the necessary switchgear and control/ changeover panels, capacitor banks, bus duct, essential and nonessential panels as necessary with the appropriate load management system in case of any power failure.
- Cable TV/Dish Antenna System
- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna, CCTV, Wi-fi etc.
- Estimate and DNIT of sub-station

4.4.1 Lifts

- Specify the capacity and type of lifts to be provided and prepare layout for the necessary machine areas. One lift should be designated as fire lift.
- Carry out an analysis for the travel time to determine the capacity of lifts.

4.4.2 External & façade Lighting

- Assess the external lighting requirement (streetlights etc.) for roads, parking, facades of buildings etc.

4.4.3 Requirement of GRIHA compliance like –

- Grid interactive Solar photovoltaic power generation system
- Electrical light controls etc.

4.5 PUBLIC HEALTH ENGINEERING

- The Design Consultant shall be responsible, amongst others, for Designing of complete Public Health & Engineering services taking into account various existing topographical, meteorological, Hydrological features etc. and using these to the best advantage.
- Preparation of reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services and coordinating them with
- architecture and structural drawings/systems
- All the designs shall be as per latest Indian Standards, Local bye-laws and Statutory norms.
- The services shall include but not be limited to following major components:
 - Water Supply System including separate system for recycled water
 - Sewerage System
 - Storm water drainage System.
- Specify the type / system for hot water supply to showers, kitchen and other areas.
- Service shall include Designing and preparing working drawings of internal and external water supply system, solar water system, Underground Tank, Overhead tank, rising mains, distribution system and internal plumbing as per the requirement.
- Designing and preparing working drawings for internal and external Sewer/waste disposal systems and dual plumbing system including revision if any as per requirement of local authority, resubmission and approval.
- Designing and preparing working drawings for storm water drainage & disposal, rainwater harvesting, roof drainage system, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.

4.6 FIRE FIGHTING & FIRE SUPPRESSION SYSTEM

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO2 flooding system, pressurization system, fire extinguisher system etc. in line with the statutory requirements including revision if any as per requirement of local authority, resubmission and approval.
- The building design shall be suitably compartmentalized so that fire/smoke remains confined to the area where fire incident has occurred and does not spread to the remaining part of the building. Compartmentation and pressurization method shall be adopted (as per NBC) to protect escape routes against ingress of smoke, or toxic gases.
- Sizing of all equipment required and preparing detailed specifications and bill of

quantities.

- Fire Safety layout plan should be prepared by the qualified Fire Consultant at planning stage and get it approved by the Chief Fire Officer before construction of building.
- The consultant shall obtain Fire NOC of the building prior to issuance of occupancy certificate from the concerned authorities
- Change of occupancy/use of the building should not be allowed without basic changes of building structure and Fire Safety layout plan as Fire Safety is recommended on the basis of classification and occupancy of building as per National Building Code of India.

4.7 ROADS & PATHS AND OTHER SITE DEVELOPMENT WORKS

- Design and prepare working drawings (longitudinal sections/cross section) for roads/ footpaths/ parking areas etc. including making any revision, if any is required as per requirement of local authority, resubmission for approval.
- Designing of parking lots for different categories of vehicles
- Prepare specifications and bill of quantities, tender documents for the above services

4.8 QUANTITY SURVEYING SERVICES

- The Design Consultant shall provide all the work and duties in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work.
- The services to be provided by the Design Consultant shall comprise of, but not be limited to the following:
 - Cost estimating including generating complete bill of quantities, take off sheets etc. Estimate shall be based on latest Delhi schedule of rates for items available in same and on standard engineering nomenclature in sufficient detail so as to ensure that there is no ambiguity and bidders are able to assess the nature of work/deliverables and are able to quote without difficulty.
 - Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run in project cost and to take appropriate measures to ensure that project gets completed within approved costs.
 - Preparation of complete Technical specifications, detailed Bill of Quantities, analysis of rates, DNIT etc. and submit the same to the Authority for approval along with the detailed take-off sheets/calculations for the estimated quantities.
 - Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.

5 DELIVERABLES

5.1 [KD 1] – CONCEPT DESIGN

(a) General

- Ascertain PGIMER's requirements in consultation with various stakeholders examine site constraints & potential and document Detailed Project Requirements (physical spaces and functional activities).
- Prepare & submit Report about the site after evaluation of the- state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- Prepare & submit a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls.
- Demonstrate approach to Architecture Design through 3 -4 options of Conceptual Designs showing vision for the project, design philosophy and strategic approach.
- Prepare & submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs, especially in respect of drainage, disasters and environmental issues.
- Prepare & submit Design Brief Document encapsulating the above for PGIMER's approval.
- It is also a term of the assignment that the cost of the design shall be within the estimated project cost.

(b) Conceptual Architectural Design

- Review detailed requirements for various physical facilities.
- Prepare and submit conceptual architecture design of Houses for approval of PGIMER, conforming to the detailed requirements.

(c) Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services)

- Determine the utility /load requirements and prepare & submit Design Basis Report for all the required services
- Prepare the concept design for the utilities.
- Preparation & submission of SLD and preliminary drawings for all the services

(d) Preliminary Cost Estimate

- Prepare and submit preliminary cost estimates based on standard norms taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.

5.2 [KD 2] Approval from Local Bodies

- All necessary preliminary approvals needed from local bodies.

5.3[KD 3] – DPR WITH DETAILED DESIGN AND DRAWINGS

(a)General

- Prepare of concept plan, detailed drawings of
 - Floor plans, fully coordinated with all services/disciplines
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts,
 - Toilet details.
 - Flooring pattern and details
 - Dado details
 - Roof flow, draining including rain water harvesting system
 - Landscape & Horticulture drawings
 - Reflected ceiling plan and composite drawings.
 - Any other detail required by the Engineer-In-charge.
- Modify the conceptual designs and cost estimates after incorporating any changes, as may be suggested by PGIMER.
- Preparation of detailed Architectural designs of all buildings and related infrastructure, design of Public Health, Electrical & Mechanical services, landscaping design.
- Submission of a Detailed Project Report.

(b)Architectural Design

- Modify the conceptual designs incorporating required changes and prepare the preliminary architectural drawings, sketches, study model, walkthrough etc. The boundary wall is not needed for the proposed design.
- Interior Design of all spaces is an integral part of the service to be rendered. Design Consultant shall prepare interior design layouts, detailed working drawings, specifications, make, materials, etc.
- Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, standard details and other construction details as required for successful completion of the project.
- Ensure minimum 3-star GRIHA Rating. A detailed report concerning the project data sheet.

(c) Structural Design

- A report of structure system and construction technology to be adopted shall be submitted to validate the proposal.
- Preparation of detailed structural analysis & structural design (including seismic design as may be applicable) based on design output.
- Structural design shall be got proof checked from NIT, IIT/PEC or Govt. Engg. College to ensure design & detailing adequacy and design efficiency.

- A Structural Stability Certificate shall be given by the Design Consultant

(d) Engineering Services Design (including MEP, Life and Fire Safety and other Services)

- Revise design report with load calculation, recommendation on proposed equipment sizing/ selection and budgetary cost estimate.
- Single line services routes and ducts etc. with equipment space marking in plans with further detailing on areas/ plans.

(e) Detailed Design

- Preparation of high side MEP Plant Room Space & Shaft Planning based on approved architectural drawings, structural drawings, interior- related areas, lighting, Landscape Layouts.
- Electrical: HT & LT single line diagram, HT & LT panel room layout, electrical distribution system comprising of panels, distribution boards, bus-ducts, cables routes and layout, power distribution planning layout along with panel details, earthing & lightning protection system.
- Low Voltage: Layout & schematics for Fire Detection and Security system.
- Schematic layouts of Plumbing (Water Supply & Drainage): Water tanks, hot/cold water distribution, sewage & storm water disposal piping shafts, waste water disposal etc.
- List of reputed makes/brands (minimum three of equivalent nature in each case) of various materials and fittings, and comparative pricing shall be made available.

(f) Detailed Cost Estimating

- Schedule of quantities, analysis of rates, and preparation of detailed estimates (BOQs) in respect of all disciplines.

(g) Drawings and Documentation for Statutory Approvals

- Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable and obtain statutory approvals thereof, if required, including making changes and providing all details as required by the statutory bodies.

5.4[KD 4] –TENDERDOCUMENTS, WORKING & GFC DRAWINGS

- Modification to the Architectural Design and Services Design incorporating required changes and prepare final working drawings and service plans for the approval of PGIMER.
- Submission of detailed estimates/detailed Bill of Quantities for all items –civil works, interiors, MEP services including substations, external development etc. in standard formats using standard description of the items for those as may be available in DSR published by the Central Public Works Department of the Government of India and standard engineering terminology for items that may not be available in the

schedule.

- Detailed specifications of the material/fittings to be used in the project shall also be made available.
- Detailed BOQ for inviting tenders.
- Tender drawings and working drawings shall be prepared in respect of all disciplines, including, Architecture design, MEP including sub-station, Structure, Fire and Life Safety.
- Prepare tender drawings, items of work, specifications (indicating applicable codes and standards, Quality Assurance and Quality Control procedures related to materials and processes, execution processes, acceptance standards, tolerances, modes of measurement and other documentation necessary for tendering process.
- Draw up a master list of working drawings (notwithstanding non-inclusion any drawing, the same to be included subsequently), prepare working drawings, coordinated across various disciplines, incorporating reference to specifications as per contract documentation.
- Prepare and submit Good For Construction Drawings duly proof checked by IIT/NIT/PEC or Govt. Engg. College.

5.5[KD 5] - APPOINTMENT OF CONTRACTORS

- Assist in analyzing tenders by preparing the justification rates after collection of the same from the respective locations

5.6[KD 6] - CONSTRUCTION

- During execution, participate in conferences and meetings with various stakeholders, as desired by the Engineer Incharge and rendering advise to the Engineer Incharge.
- Coordinate and support all activities during construction related to Design and architecture.
- Preparation of good for construction drawings & Submission of 6 sets of drawings along with the soft copy sufficient to facilitate execution of work on site
- Approve samples of various elements and components and assist PGIMER in making appropriate choices.
- Check and approve shop drawings submitted by the contractor/ vendors, as required by the Engineer Incharge.
- Architect & his specialist consultants/engineers shall visit the site of work, at intervals mutually agreed upon, clarify any decision, after interpretation of the drawings/specifications.

5.7[KD-7]COMPLETION

- Prepare and submit completion reports and drawings for the project as required and obtain "Completion/ Occupancy Certificate" from statutory authorities as per Chandigarh Building Byelaws 2017 and any other permissions/approvals like Fire NOC, Structural stability certificate etc. as may be required for making the building operational.
- Submit 4 sets of the 'as built' drawings, along with Reflected ceiling plan and composite drawings and a soft copy, after completion of works.

- Assist in getting the building certified as a "Green Building" from the GRIHA with the minimum 3-star rating.

6 Time Schedule along with Deliverables and Payment Schedule

The total period of completion for this architectural assignment shall be 18 months including 3 months for submission of tender documents and working as well as GFC drawings. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the design consultant.

Key Deliverables	Activity as per deliverables at S.No. 5	Payment Activity wise	Stage Wise Payment	Time Period
KD 1 Concept Design	5.1	--	10%	Z+ 1 months
KD 2 Approval from Local Bodies	5.2		5%	Z + 1.5 months
KD 3 DPR with Detailed Design & Drawings	5.3	--	15%	Z+2months
KD 4 Tender Documents Working & GFC Drawings	5.4	--	25%	Z+3 months
KD5 Appointment of Contractor	5.5	--		
KD6 As per financial progress of Construction work at site.	On completion of 20% of the	5%	35%	15 Months from the Award of work.
	On completion of 40% of the	5%		
	On completion of 60% of the	5%		
	On completion of 80% of the	8%		
	On completion of work	10%		
	on issue of virtual completion certificate	2%		
KD7 Obtain Completion Certificate	5.7	--	10%	

Note:

- (i) Z = Date of Letter of Award
- (ii) The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and/or as decided by PGIMER or as decided by a statutory body.
- (iii) Against each activity including sub activity, the Design Consultant shall supply 15 (fifteen) sets and 1 (one) soft copy of each to PGIMER. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A3 size. Drawings shall be prepared on CAD (latest version).
- (iv) The time period includes the time required for giving approval to the deliverables for the respective activity.
- (v) All the stage payments shall be done after acceptance of deliverables.
- (vi) Completion of contractual obligations and scope of work, for the Design Consultant, will be considered only after the receipt of all Clearances and Approval of Completion from Statutory Bodies and after obtaining completion certificate.
- (vii) No extra shall be admissible even if the tender is recalled. All sets of DNIT along with drawings have to be supplied by the consultant.

7 MEETINGS WITH THE AUTHORITY

- 7.1 The Consultancy requires close interaction with the project team (the “**Project Team**”) that will be nominated by the Authority for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Consultant shall interact with the Project Team at least once a week, with each meeting attended by at least one Key Personnel, for presenting the work completed and obtaining Project team’s feedback. Each meeting shall be minuted by the Consultant and submitted to the Authority fortnightly for record.

Consultant shall actively associate in the Authority’s reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the Authority will send brief formal responses to the Consultant in response to the Consultant’s request for certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective deliverables including subsequent revisions of final reports by the Consultant.

- 7.2 The Authority will review the progress of the Consultancy in monthly meetings. The Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

8 CONSULTANCY TEAM

- 8.1 The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience.
- 8.2 The following Key Personnel whose educational qualification, experience and the minimum time they are required at site.

(a) Team Leader

Educational Qualifications	Graduate in Architecture. Should be registered with the council of Architecture, India.
Essential Experience	12 years He should have led, supervised & coordinated for 5 eligible assignments.
Job Responsibilities	He will lead, coordinate and supervise the multidisciplinary team for meeting the TOR.
Minimum time required at site	30 days

(b) Civil Engineer

Educational Qualifications	Graduate in Civil Engineering
Essential Experience	7 years He should have worked for 2 eligible assignments.
Job Responsibilities	He will be responsible that the design conceptualized has been incorporated in the proposed residential complex.
Minimum time required at site	25 days

(c) Electrical Engineer

Educational Qualifications	Graduate in Electrical Engineering
Essential Experience	7 years He should have worked for 2 eligible assignments.

Job Responsibilities	He will be responsible for the electrical services for the proposed residential complex.
Minimum time required at site	20 days

9 COMPLETION OF SERVICES

The consultant/supervising Architect shall also issue completion certificate as per the procedure laid down in Chandigarh Administration. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the authority in soft form. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The consultant shall witness & certify satisfactory completion of the project as a whole, as well as for individual units/services so as to satisfy the laid down design parameters.

The Consultant shall furnish completion certificate as under:

I / We do hereby certify that the work _____ has been inspected on _____ by me/us and has been completed on _____ according to the architectural drawings and specifications prepared by me/us. The work has been completed to my/our complete satisfaction and the system/designs are in compliance with relevant Indian Standards, CPHEEO manual, National Building Code, local bye-laws, environmental regulations and sound engineering practices.

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

**Architectural & Engineering Consultancy Services for the work of
“Construction of Residential accommodation at PGIMER Campus,
Sector-12, Chandigarh”**

CONTENTS

1.1 Definitions and Interpretation

- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-charge
- 1.10 Authorized representatives
- 1.11 Taxes and duties
- 2. **Commencement, Completion and Termination of Agreement**
 - 2.1 Effectiveness of Agreement
 - 2.2 Commencement of Services
 - 2.3 Termination of Agreement for failure to commence Services
 - 2.4 Expiration of Agreement
 - 2.5 Entire Agreement
 - 2.6 Modification of Agreement
 - 2.7 Force Majeure
 - 2.8 Suspension of Agreement
 - 2.9 Termination of Agreement
- 3. **Obligations of the Consultant**
 - 3.1 General
 - 3.2 Conflict of Interest
 - 3.3 Confidentiality
 - 3.4 Liability of the Consultant
 - 3.5 Insurance to be taken out by the Consultant
 - 3.6 Accounting, inspection and auditing
 - 3.7 Consultant's actions requiring the Authority's prior approval
 - 3.8 Reporting obligations
 - 3.9 Documents prepared by the Consultant to be the property of the Authority
 - 3.10 Equipment and materials furnished by the Authority
 - 3.11 Providing access to the Consultant's Office and Personnel
 - 3.12 Accuracy of Documents
- 4. **Consultant's Personnel and Sub-Consultant**
 - 4.1 General
 - 4.2 Deployment of Personnel

- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Team Leader
- 4.7 Sub-Consultants
- 5. **Obligations of the Authority**
 - 5.1 Assistance in Services etc.
 - 5.2 Access to land and property
 - 5.3 Change in Applicable Law
 - 5.4 Payment
- 6 **Payment to the Consultant**
 - 6.1 Cost estimates and Agreement Value
 - 6.2 Currency of payment
 - 6.3 Mode of billing and payment
- 7 **Liquidated damages and penalties**
 - 7.1 Performance Security
 - 7.2 Liquidated Damages
 - 7.3 Penalty for deficiency in Services
- 8 **Fairness and Good Faith**
 - 8.1 Good Faith
 - 8.2 Operation of the Agreement
- 9. **Settlement of Disputes**
 - 9.1 Amicable settlement
 - 9.2 Dispute resolution
 - 9.3 Not Applicable
 - 9.4 Settlement of disputes & Arbitration

ANNEXES

Annex 1: Terms of Reference

Annex 2: Approved Sub-Consultant(s)

Annex 3: Payment Schedule

Annex 4: Bank Guarantee for Performance Security

AGREEMENT

AGREEMENT No _____

This AGREEMENT (hereinafter called the "**Agreement**") is made on the ____ day of the month of _____ 2018, between, on the one hand, the Director, PGIMER represented by Hospital Engineer, Civil Division 1, PGIMER Chandigarh (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, M/s.....(hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"** (hereinafter called the "**Project**");
 - (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
 - (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "**LOA**"); and
 - (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.
- NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "**Agreement**" means this Agreement, together with all the Annexes;
- (b) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
- (c) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- (e) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;

- (g) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (i) **"Institute"** means the Director, PGIMER and his successors.
- (j) **"INR, Re. or Rs."** means Indian Rupees;
- (k) **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (n) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (o) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (q) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. RFP; and
- d. Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Chandigarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate

by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Chandigarh it may send such notice by facsimile or e-mail and by registered acknowledgement due, or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

The Consultant shall act in exercising all the rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
 - Hospital Engineer Civil I
 - Civil Division I
 - Department of Hospital Engineering & Planning,
 - PGIMER, Chandigarh

Tel: 0172-2755860 and 7087008072 Fax: 0172-2748368

E-mail: hecivil@rediffmail.com and
hospitalengineercivildivision1@gmail.com

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be: _____
Tel: _____
Mobile: _____
Fax: _____
Email: _____

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes except GST which shall be paid extra as per prevailing rules/regulations/Govt. of India instructions and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security and the performance guarantee of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement

shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 3 (three) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

- 2.7.1 Definition
- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
 - (b) Force Majeure shall not include (i) any event which is caused by the

negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such

period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit

inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and information furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. payment pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- ii. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- iii. except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the 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 observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time;

provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority.

3.2.3 Prohibition of conflicting activities

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the

case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws.
- b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, 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 (including the basis of the Consultant's costs and charges); and

- b) permit the Authority 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 the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Professional Personnel as are not listed in Form-5.
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights

herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

No Equipment and material shall be made available to the Consultant by the Authority. It shall be the responsibility of the consultant to arrange the same.

3.11 Providing access to Consultant's Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority are provided unrestricted access to the Consultant's Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 Not Applicable.

4.2.2 Not Applicable.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Form-5 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-8) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, as a condition

to such substitution, following amount specified for the original Key Personnel shall be deducted on the basis of 30 man-days from the payments due to the Consultant for the first substitution:-

Team leader- Rs.40,000/-, Civil Engineer- Rs.32,000/-, Electrical Engineer- Rs.32,000/-.

In the case of a second substitution hereunder, such deduction shall be double the amount mentioned.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's charges shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-2 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in Services etc

Issue to officials, agents and representatives of the Government, all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the consultancy charges and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

6.1.1 Not Applicable.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rupees).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a. A Mobilization Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India of an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in three equal installments from the first three stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fourth installment due and payable thereafter.
- b. The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage
 - ii. The Authority shall pay to the Consultant, only the undisputed amount.
- c. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**"). In case of any likely delay an amount equal to 70% (seventy per cent) of bills shall be made within the above specified period of the due payment for that stage subject to the satisfaction of the Authority with the submissions by the Consultant, which shall be treated as adhoc payment
- d. The final payment under this Clause shall be made only after the consultant obtains occupancy certificate.
- e. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year

after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- f. All payments under this Agreement shall be made as per the procedure of the Institute.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the "**Performance Security**"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 6 (six) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee for Performance Security within a period of 14 (fourteen) days from the date of receipt of Letter of Award (LOA), substantially in the form specified at Annex.-4 of this Agreement. The bid security shall stand forfeited if the consultant fails to furnish the prescribed performance security within the said period.

7.2 Liquidated Damages

7.2.1 In the event of any delay on the part of consultant, the consultant shall pay as compensation an amount equal to ¼% (one fourth percent) or such smaller amount as the Institute may decide on the total fee payable per week that the work remains unfinished after the specified milestone as mentioned at Clause 6 of Terms of Reference and for failure to comply with obligations and duties assigned to them under this agreement subject to maximum of 5% of total Service Charge of the work.

7.2.2 The consultant shall meticulously prepare the estimate, DNIT and specifications ensuring all requisite services for a multi storeyed building are included. In case of under estimation due to inappropriate estimation of quantum of work/quantity of item of work or on account of non-consideration of essential services in the estimates prepared, the consultant shall be held liable to pay compensation @ 5% of total consultancy fee payable to them. Further in case of such default no consultancy fee shall be paid on the amount exceeding original estimate by the executing agency and approved by the Institute.

Notwithstanding anything contained in above sub clauses, the compensation levied on the executing agency shall not exceed 10% of the total service charges payable to him.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal working hours to all non- privileged records, information and data pertaining to any Dispute.
- 9.3 Not Applicable

9.4. SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the Agreement, all questions and disputes relating to the meaning of the scope of services, any work demanded of him to be outside the requirements of the agreement, obligations of the Consultant and instructions here-in-before mentioned and as to the quality of services delivered by the Consultant or any difference or controversy of whatever nature howsoever under or out of or in relation to this agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall be resolved in the manner set forth hereinafter.

In the event of any dispute between the Parties, either Party may within 15 (fifteen) days of the dispute call upon the Superintending Hospital Engineer for written instruction or decision. Thereupon, the Superintending Hospital Engineer shall give his written instructions or decision within a period of one month from the receipt of the consultant's letter.

If the Superintending Hospital Engineer fails to give his instructions or decision in writing within the aforesaid period or if either Party is dissatisfied with the instructions or decision of the Superintending Hospital Engineer, the Party may, within 15 days of the receipt of Superintending Hospital Engineer's decision, appeal before the already constituted Dispute Redressal Committee (DRC) comprising of ten members(as given in Annexure-A) alongwith a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his dispute by the Superintending Hospital Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of consultant's appeal.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee, then either party may within a period of 30 days from the receipt of decision of Dispute Redressal Committee (DRC), give notice to the Director, PGIMER for appointment of arbitrator, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims / disputes prior to invoking arbitration.

Except where the decision has become final, binding and conclusive in terms of above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, PGIMER. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this agreement that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, PGIMER of the appeal.

It is also a term of this agreement that no person, other than a person appointed by the Administrative Head of the Institute i.e. Director, PGIMER, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this agreement that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the agreement in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this agreement that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the

arbitrator shall give reasons for the award.

It is also a term of the agreement that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the agreement that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Chandigarh. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of [Authority]

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

2.

Annexure-1 – Terms of Reference (Clause 3.1.2) as per Schedule-1 of RFP

Annexure-2-Approved Sub-Consultant(s)(Refer Clause 4.7) as per Form-9 of Appendix-I)

Annexure-3- Payment Schedule (Refer TOR Clause 6.0)

Annex- 4

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To
[The Director PGIMER
acting through
*****]

In consideration of ***** acting on behalf of the [Director,PGIMER*****] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated..... valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh" and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....)
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The

payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annex- 5

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: RFP No. PGI/Engg/Civil-I/2018/_____ for the work " **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh".**

Dear Sir,

It is here by declared that PGIMER, CHANDIGARH is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Request for Proposal (RFP) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute.

Yours faithfully

To,

Hospital Engineer (Civil-I),

.....,

.....

Sub: Submission of RFP for appointment of CPSU as Executing Agency for the work of **"Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**.

Dear Sir,

I/We acknowledge that PGIMER, CHANDIGARH is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PGIMER, CHANDIGARH. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PGIMER, CHANDIGARH shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

Director PGIMER, Chandigarh represented through Hospital Engineer, (Civil-I), PGIMER, Chandigarh (Hereinafter referred as the (Address of Division) '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) '**Bidder/Contractor**' and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble WHEREAS the Principal / Owner has floated the Tender (RFP No.....) (hereinafter referred to as '**Tender/Bid**') and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the '**Contract**'.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as '**Integrity Pact**' or '**Pact**'), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of Bid Security/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Bid Security Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/ Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
2. **Not Applicable**
3. **Not Applicable**

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires **for** the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of PGIMER, Chandigarh.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Chandigarh.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

SCHEDULE-3
(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - a. Authority and consultants:
 - i. Potential consultant should not be privy to information from the Authority which is not available to others; or
 - ii. potential consultant should not have defined the project when earlier working for the Authority; or
 - iii. potential consultant should not have recently worked for the Authority overseeing the project.
 - b. Consultants and contractors:
 - i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii. no consultant should be involved in owning or operating entities resulting from the project; or
 - iii. no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Sub: **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**

The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part

6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority
 - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. The Bid Security of Rs. 2,68,000.00 (Rupees Two Lakh and Sixty eight Thousand only) in the form of a Demand Draft is attached, in accordance with the RFP document.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this

Proposal and documents is attached herewith in Form 3.

16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	<p>Title of Consultancy:</p> <p>Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"</p>
1.2	<p>Title of Project:</p> <p>Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p>
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name: Designation: Company: Address: Phone No.: Fax No. :</p> <p>E-mail address:</p>
1.5	<p>State the following for the Firm:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>

1.6	<p>For the Applicant, state the following information:</p> <p>i. In case of non Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>ii. Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>iv. Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v. Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p>
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

APPENDIX-I

Form-3

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**, proposed to be developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF,20**

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX-I

Form-4

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Professional Fees(Rupees)
1.		
2.		
3.		

Certificate from the Statutory Auditor*

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

* In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Appendix-1

Form 5 Particulars of Key Personnel

Sr. No .	Designation of key personal	Name	Education qualifications	Length of professional experience	Present employment		No. of eligible assignments
					Name of firm	Employed since	
1.	Team leader						
2.	Civil Engineer						
3.	Electrical Engineer						

* Refer form 7 of Appendix 1 experience of key personal

APPENDIX-I

Form-6

Abstract of Eligible Assignments of the Applicant[#]
(Refer Clause 3.1)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Estimated cost of Eligible Assignment's component in Project (in Rs. crore/ US\$ million)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[#] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

APPENDIX – 1

Form – 7

Abstract of Eligible Assignment of Key Personnel®

(Refer Clause 3.1)

Name of Key Personnel

Designation:

S. No.	Name of Project*	Name of client	Estimated capital cost of project (in Rs.Cr.)	Name of firm for which the Key Personnel worked	Designation of the key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

@ use separate Form for each key personnel

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-6 of Appendix-1

Note: The applicant may attach separate sheets to provide brief particulars of the other relevant experience of the key personnel

APPENDIX-I

Form-8

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature, name and designation of the authorised signatory of the Applicant)

Note

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-6 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

Form-9

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 7 of Appendix-I.
2. Use separate form for each Sub-Consultant

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To

Dear Sir,

Subject: Appointment of Consultant for **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"**

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Not to be filled

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1.3)

Form-2

Financial Proposal for Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"

I/We offer to provide the **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"** in accordance with your request for proposal at the rates mentioned below.

This rate is inclusive of all taxes. I/We hereby confirm that the financial bid is unconditional.

- 1 My/Our financial proposal shall be binding upon us up to the expiration of the validity period.
- 2 I/We shall also fully cooperate with Institute.
- 3 All the Terms & conditions of the RFP document have been read, understood, accepted and binding upon me/us.
- 4 I/We have inspected the proposed site and am/are aware of the site conditions.

Sr. No.	Description of Item	Qty	Amt. of Service Charges
1	Providing consultancy services as mentioned in the Terms of Reference & scope of work and services to be rendered under the contract complete in all respects.	1 Job	Not to be quoted

(Note:- Rate should be quoted as total lump sum service charges for entire project. It should be net & inclusive of all taxes except GST which shall be paid extra as per prevailing rules/regulations/Govt. of India instructions).

Signature of Consultant

APPENDIX-A

List of DRC Members

- | | |
|------------------------------------------------------------|----------|
| 1. Dr. Ajit Avasthi, Head, Professor Incharge Engineering | Chairman |
| 2. Deputy Director Administration | Member |
| 3. Financial Advisor | Member |
| 4. Prof. Arvind Rajwanshi, HoD Cytology | Member |
| 5. Prof. Arunaloake Chakraborty , HoD Medical Microbiology | Member |
| 6. Dr. A K Bhalla , Dept. Of Pediatrics | Member |
| 7. Superintending Hospital Engineer | Member |
| 8. Er. Puranjit Singh, Chief Engineer (Retd) Chandigarh | Member |
| 9. Hospital Engineer (Planning) | Convener |

INVITATION FOR PROPOSAL

FINANCIAL

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To

Hospital Engineer
Civil Division I
PGIMER, Chandigarh

Dear Sir,

Subject: Appointment of Consultant for Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"

I/We, _____(Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1.3)

Form-2

Financial Proposal for Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"

I/We offer to provide the **Architectural & Engineering Consultancy Services for the work of "Construction of Residential accommodation at PGIMER Campus, Sector-12, Chandigarh"** in accordance with your request for proposal at the rates mentioned below.

- 1) This rate is inclusive of all taxes. I/We hereby confirm that the financial bid is unconditional.
- 2) My/Our financial proposal shall be binding upon us up to the expiration of the validity period.
- 3) I/We shall also fully cooperate with Institute.
- 4) All the Terms & conditions of the RFP document have been read, understood, accepted and binding upon me/us.
- 5) I/We have inspected the proposed site and am/are aware of the site conditions.

Sr. No.	Description of Item	Qty	Amt. of Service Charges
1	Providing consultancy services as mentioned in the Terms of Reference & scope of work and services to be rendered under the contract complete in all respects.	1 Job	

(Note:- Rate should be quoted as total lump sum service charges for entire project. It should be net & inclusive of all taxes except GST which shall be paid extra as per prevailing rules/regulations/Govt. of India instructions).

Signature of Consultant