

GURUGRAM METROPOLITAN DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSAL

**Construction of Shree Sheetla Mata Devi Medical College
Kherki Majra, Sector 102, Gurugram, District Gurugram**

For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Environmental Clearance, Engaging Contractors for execution, Supervision, Fire Safety Plan, Project Management Consultancy Services for the Construction of Shree Sheetla Mata Devi Medical College at Kherki Majra, Sector 102, Gurugram, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning).

2018

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GURUGRAM METROPOLITAN DEVELOPMENT AUTHORITY

Notice inviting Request for Proposal (RFP)

Gurugram Metropolitan Development Authority (GMDA) invites proposals from eligible Central Public Sector Enterprises/undertakings/ State-PSU for providing consultancy services for the Project, **‘Establishment of Shree Sheetla Mata Devi Medical College, Gurugram at Kherki Majra, Sector 102, Gurugram, Gurugram, Haryana’** on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning) through E-tendering on web-portal <https://haryanaeprocurement.gov.in>.

Sr. No.	Description of work/Item	EMD to be deposited by Bidder (Rs.)	eService Fee (Rs.)	Tender Document Fee / Processing Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Submission	Manually EMD & document Submission date	Tender / Bid opening date	Time Limit
1.	For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the Project ‘Establishment of Shree Sheetla Mata Devi Medical College, Gurugram at Kherki Majra, Sector 102, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning).	Rs. 50.00 Lakhs	1000/-	50000/-	21.08.2018 from 05.00 P.M. onwards	28.08.2018 upto 05.00 P.M.	29.08.2018 09:00 A.M. to 02.00 P.M.	29.08.2018 upto 04.00 P.M	36 months

2. Eligibility Criteria:

- a) CPSE/CPSU/State PSU can submit a proposal, if it is a Central Public Sector Undertaking (CPSU)/Enterprise (CPSE) or a State owned Public Sector Undertaking having experience and

capability in the health sector for undertaking comprehensive projects involving designing, detailed planning, Engineering, construction of Shree Sheetla Mata Devi Medical College & Hospital etc. and commissioning.

b) The Project Management Consultant/Executing Agency/ Implementing Agency as described in the RFP should have completed any one of the following work during the last 7 (seven) years ending previous day of last date of submission of tenders:

- i. One project involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 400 Crore for each project or**
- ii. Two projects involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 300 Crore for each project or**
- iii. Three projects involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 200 Crore for each project.**

c) Other conditions:

- i. Construction will be done as per CPWD/Haryana PWD norms.
- ii. Details of the project requirements shall be finalized in the DPR.
- iii. Project will be implemented as per norms of MCI/DCI/INC and other regulatory bodies.
- iv. Should have valid PAN No.
- v. Should have valid GST No.
- vi. Government reserve the right to restrict the award upto two new projects in the year 2018-19 to any one agency. In such cases the Government may consider next successful bidder.
- vii. The CPSU/CPSE/STATE PSU should not have been blacklisted or debarred by any Govt. at time of submission of bid.
- viii. The original Earnest Money Deposit (EMD) as scanned and uploaded shall be deposited physically by all the intending bidders in the office of Chief Executive Officer, GMDA, Plot No. 44, Sector 32, Gurugram failing which the bid shall be treated as invalid.
- ix. Value of project will be worked out after indexing as per criteria prescribed separately. Projects of value less than the specified value as above will not be considered. The satisfactory performance certificate should be certified by an officer not below the rank of Executive Engineer/Director of Institute or equivalent of the Government.
- x. Completion Certificate for the satisfactory completion of work by the competent authority shall be submitted along with the Technical Bid.
- xi. Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern infrastructure projects; and
- xii. Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices and imparting training in operating the services under the project and maintenance of the project after its completion.
- xiii. In case of a subsidiary company participating in the tender, credentials of the parent company would also be considered while determining eligibility of the bidder provided that the parent company wholly owns the subsidiary company and submits joint undertaking for using their credentials and taking responsibilities of bidder performance as per their contract.

The Complete document of RFP can also be downloaded from the site www.gmda.gov.in and also from <https://haryanaeprocurement.gov.in>.

3. (i) Bidding Documents can be downloaded online from the Portal www.haryanaeprocurement.gov.in by the agencies registered on the Portal.

(ii) The Agencies must submit their tender document (Online) as per the dates mentioned in the key dates below:-

Key Dates

Event	Particulars
Date of publication of Notice Inviting	21.08.2018
Last date and time for submission of Bid/ Proposal	28.08.2018 upto 17.00 hrs
Date & Time of submission of EMD/ Bank Guarantee	29.08.2018 at 14.00 hrs
Date & Time of Opening of Tender/ Technical Bid	29.08.2018 at 16.00 hrs
Date for opening of Financial Proposal	Will be intimated
Place of Submission of Bid/ proposal	Office of Advisor (Special Projects), GMDA, Plot No. 44, Sector-32, Gurugram.
Place of opening of Proposal	Office of Advisor (Special Projects), GMDA, Plot No. 44, Sector-32, Gurugram.
Contact Person	Advisor (Special Projects), Plot No. 44, Sector-32, Gurugram.
Contact Phone Number	+91-8527798435
E-Mail Address	advsplpri.gmda@gov.in

Note: Technical Bids and Financial Bids are to be submitted mandatorily online and shall not be accepted in any physical form.

4) Under this process, the online tender including the Technical Bid and the online Financial Bid shall be invited in a single stage under two covers i.e. Technical Bid & Financial Bid. Eligibility and qualification of the Agency will be first examined based on the details submitted online under first cover (Technical Bid) with respect to eligibility and qualification criteria prescribed in this document. The Financial Bid under the second cover of only those Applicants whose Technical Bid applications are responsive to eligibility and qualifications requirements set out as per this tender document shall be opened.

5) Intending Agencies will be mandatorily required to sign-up and create an online user account on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender.

6) Interested Agencies must submit their bids online complete in all respects on or before 28.08.2018 by 5:00 P.M. As the bids are to be submitted online and are required to be encrypted and digitally signed, the Agencies are advised to obtain Digital Signature Certificate (DSC) at the earliest. Possession of DSC and registration on the portal is a prerequisite for e-tendering. No bid shall be entertained after the due date and time under any circumstance whatsoever.

- 7) Interested Agencies shall have to pay e-Service fee (under document fee – Nonrefundable) of Rs.1000/- (Rupee One Thousand Only) online using the service of the secure electronic gateway. The secure electronic payments gateway is an online interface between Agencies & online payment authorization networks. The Agencies shall make the payment for e-Service fee online directly through Debit Card or Internet Banking.
- 8) Interested Agencies will have to submit tender processing fee of Rs. 50,000/- (Rupees Fifty Thousand only) (Non-refundable) through debit card/credit card/ Net banking or through the secure electronic gateway before the due date and time. Details of payment would also have to be provided online along with the bid submission. If the Agency fails to submit the processing fee before due date and time, then the bid offer will not be considered and will be treated as cancelled without any intimation.
- 9) Earnest Money should be deposited as prescribed in clause-6.2 of bid document. The agency may deposit the EMD of the said amount at the due date and time. The original EMD in shape of Bank Guarantee should be scanned and uploaded online along with the bid submission. If the Agency fails to submit the EMD before due date and time, then the bid offer will not be considered and will be treated as cancelled without any intimation. The details of the EMD, Tender document Fee & tender processing fee are required to be filled/ provided at the time of online Bid Preparation Stage; the Bidders are required to keep the EMD, Tender document fee & tender processing fee details ready beforehand. The Bid Security (BS) envelop for the work has to reach in the office of Chief Executive Officer, GMDA, Plot No. 44, Sec-32, Gurugram on or before **29.08.2018 upto 14:00 Hrs IST**.
- 10) Interested Agencies must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before date mentioned in table of section-1; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The interested Agency thereafter will be able to successfully verify their payment online and submit their bids on or before the expiry date & time of the tender at <https://haryanaeprocurement.gov.in>.
- 11) Interested Agencies have to complete ‘Application/Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Agency fails to complete the aforesaid stage in the stipulated online time schedule for this stage, their bid application/bid status will be considered as ‘Application/Bid not submitted’.
- 12) Interested Agencies must confirm & check their bid application/bid status after completion of their all activities for e-bidding.
- 13) In the first instance, the online payment details of e-Service, Earnest Money Deposit & PQQ/Technical Bid Envelope shall be opened. The Financial Bid quoted by the shortlisted agencies shall be opened online in the presence of such agencies who choose to be present either in present themselves or through their representatives. The Agency must submit their bids online as per the dates mentioned in the Key Dates above.
- 14) The bids shall be submitted online in two separate envelopes:
Envelope 1- Technical Bid: The Agency shall upload the required eligibility & technical documents online in the Technical Bid.
Envelope 2-Financial Bid: The Agency shall quote the prices in price bid format under Financial Bid.
- 15) GMDA reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of Chief Executive Officer, GMDA in this regard shall be final and binding on all the Agency Agencies.
- 16) The bids will be opened in the presence of the prospective parties on 29.08.2018 at **04:00 P.M.** in the

Committee Room, GMDA, Plot No. 44, Sector - 32, Gurugram.

17) For any query in relation to this tender the agencies may contact Advisor (Special Projects), GMDA at +91-8527798435

18) For further details and e-tendering schedule, visit website www.gmda.gov.in

**For and on behalf of:
Chief Executive Officer,
Gurugram Metropolitan Development Authority
Plot No. 44, Sec-32
Gurugram
Mobile No. +91-8527798435
E-mail : advsplprj.gmda@gov.in**

Section 1

Conditions of e-Tendering

Section 1

Conditions of e-tendering

1.1 **Registration of Agencies on e-Procurement Portal:-** All Agencies intending to participate in the tender process online are required to register on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Agencies may visit the website for more details.

1.2 **Obtaining a Digital Signature Certificate:-**

- a) Bids submitted online should be encrypted and signed electronically with a Digital Signature Certificate to establish the identity of the Agency bidding online. The Digital Signature Certificates are issued by Certifying Authority approved by the Controller of Certifying Authorities under the Information Technology Act, 2000.
- b) A Digital Signature Certificate is issued on receipt of mandatory identity (i.e. applicant's PAN Card), address proof and verification form duly attested by the Bank Manager/Post Master/ Gazetted Officer. On the receipt of the required documents, a Digital Signature Certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.
- c) Agencies may obtain Class- II or III Digital Signature Certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities.
- d) The Agency must ensure compliance with the available important guidelines online at the portal <https://haryanaeprocurement.gov.in> for the Digital Signature Certificate including the e-Token carrying DSCs.
- e) Bids must be submitted online using the Digital Signature Certificate for Encryption & Signing, which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of bidding, the user loses his Digital Signature Certificate, he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security for its use in case of emergencies.
- f) In case of online tendering, if the Digital Signature Certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to lawful authorization to that user. The Agency has to authorize a specific individual through an authorization certificate signed by the competent authority to use the Digital Signature Certificate as per the Information Technology Act, 2000. Unless the Digital Signature Certificate is revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the Agency as per Information Technology Act, 2000. The use of Digital Signature Certificate by the authorized user shall be binding on the Agency.

- g) In case of any change in the authorization under the foregoing paragraph, it shall be the responsibility of the Agency to inform the certifying authority about the change and to obtain the Digital Signature Certificate of the new person/user on behalf of the firm / company. The procedure for application of a Digital Signature Certificate will remain the same for the new user.

1.3 **Pre-requisites for online bidding:** In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/pre-requisites can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website- <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering portal.

1.4 **Online Viewing of Detailed Notice Inviting Proposals:** Agencies can view the detailed Notice Inviting Tender and the time schedule (Key Dates) for the tenders floated through the e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

1.5 **Download of Tender Documents:** The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>.

1.6 **Key Dates:** Agencies are advised to strictly follow dates and times as indicated in the online Notice Inviting Tender. The date and time shall be binding on all Agencies. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Proposal.

1.7 **Online Payment of e-Service fee, Tender Processing Fee, Bid Preparation & Submission (Technical & Financial Bid):**

- a) **Online Payment of e-Service fee & Processing Fee:** The online payment for e-Service Fee & Tender Processing Fee can be done using the secure electronic payment gateway. The payment for e-Service Fee shall be made by the Agency online directly through Debit Card or Internet Banking Accounts. The Payment for Tender Processing Fee shall be made online directly through RTGS/NEFT/IMPS/OTC or any other acceptable online payment mechanism. The secure electronic payments gateway is an online interface between The Agency and online payment authorization networks.
- b) **Preparation and submission of online Bids:** Detailed Tender documents may be downloaded from the e-procurement portal: <https://haryanaeprocurement.gov.in> and bid has to be mandatorily submitted online. Scanned copies of Documents to be submitted/uploaded for Technical Bid under online PQQ/Technical Envelope and e-

service fee/tender document fee/EMD shall be scanned in different file formats (PDF /JPEG/MS WORD format such that file size does not exceed more than 10 MB) and uploaded during the online submission of PQQ or Technical Envelope. Financial Bid shall be also being submitted mandatorily online under Commercial Envelope and original need not to be submitted manually.

- c) **Assistance to Agencies:** In case of any query regarding process of e-tender and for training purpose, the Agency can also avail of the following facilities and can contact the service provider as provided below:

Office timings of Help-Desk support/ Technical Support Assistance for the e-Procurement Portal of Government of Haryana will be available over telephone Monday to Friday (9:00 am. to 5:30 pm) & training workshop will be conducted on every 1st and 2nd Friday (3:30 pm to 6:00pm) and 4th Saturday (11:30 am to 3:00pm) of each month. All queries would require to be registered at the official email of the service provider i.e. chandigarh@nextenders.com for on-time support. Only queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk.

1.8 **Important Notes:**

- a) Any Agency can contact the Help Desk upto 4 hours before the scheduled closing date & time of the e-tender.
- b) For queries pertaining to e-Payment of Processing Fee, the Agency can contact the Help Desk at least 2 business days prior to the closing date & time of e-tender.
- c) Help Desk support will remain closed during lunch break i.e. from 1:30 pm up to 2:15 pm on each working day.
- d) Haryana e-Procurement Help Desk Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays.
- e) For the Help Manual, please refer to the Home Page of the e-Procurement portal at <https://haryanaeprocurement.gov.in> and click on the available link “How to?” to download the file.

1.9 Training Workshop will be held at the following locations:

- a) Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), PlotNo.-01, Basement, Dakshin Marg, Sector 33A, Chandigarh. Support No.: 1800-180-2097, 0172-282008.

1.10 Agencies participating in the online tenders shall check the validity of the Digital Signature Certificate before participating in the online tender at the portal <https://haryanaeprocurement.gov.in>.

1.11 **Guideline for Online Payments in e-tendering:** Post registration, the Agency shall proceed for bidding by using both his Digital Signature Certificates (one each for encryption and signing). The Agency shall proceed to select the tender he is interested in for bidding. On the respective page in the e-tendering portal, the Agency would have following options to make payment for e-Service fee and Processing Fee:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT.

1.12 The following shall be operative Procedures for each of the online payment methods:

- a) **Debit Card:** The procedure for paying through Debit Card will be as follows:
 - i The Agency selects Debit Card option in e-Procurement portal.
 - ii The e-Procurement portal displays the amount and the card charges to be paid by The Agency. The portal also displays the total amount to be paid by the Agency.
 - iii The Agency clicks on “Continue” button.
 - iv The e-Procurement portal takes the Agency to Debit Card payment gateway screen.
 - v The Agency enters card credentials and confirms payment
 - vi The payment gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
 - vii The page is automatically routed back to e-Procurement portal
 - viii The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The Agency can take a print out of the same,
 - ix The e-Procurement portal allows The Agency to process another payment attempt in case payments are not successful for previous attempt.
- b) **Net Banking:** The procedure for paying through Net Banking will be as follows:
 - i The Agency selects Net Banking option in e-Procurement portal.
 - ii The e-Procurement portal displays the amount to be paid by The Agency.
 - iii The Agency clicks on “Continue” button
 - iv The e-Procurement portal takes the Agency to Net Banking payment gateway screen displaying list of Banks
 - v The Agency chooses his/her Bank
 - vi The Net Banking gateway redirects The Agency to the Net Banking page of the selected Bank
 - vii The Agency enters his account credentials and confirms payment
 - viii The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
 - ix The page is automatically routed back to e-Procurement portal
 - x The status of the payment is displayed as “successful” in e-Procurement portal.

- xi The e-Procurement portal also generates a receipt for all successful transactions. The Agency can take a print out of the same.
 - xii The e-Procurement portal allows The Agency to process another payment attempt in case payments are not successful for previous attempt.
- c) **RTGS/NEFT:** The Agency shall have the option to make the PROCESSING FEE payment via RTGS/NEFT. Using this module, The Agency would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the Agency to make the payment from almost any bank branch across India.
- i The Agency shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
 - ii Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the Agency to make RTGS-NEFT payment.
 - iii Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code
 - Amount
 - Beneficiary bank branch
 - Beneficiary Name
 - iv The Agency shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
 - v The Agency would remit the funds **at least T+1 day (Transaction + One day)** in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mentioned in the challan.
 - vi Post making the payment, the Agency would login to the e-tendering portal and go to the payment page. On clicking the RTGS/NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

1.15 Certain Do's and Don'ts for Agencies for various scenarios is given below:

- a) **Do's in the event of making payment through NEFT/RTGS:**
 - I. It is the Agency's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan as follows:
 - Beneficiary account no: <client code> + <random number>.
 - Beneficiary IFSC Code as prescribed by ICICI Bank.
 - Amount as mentioned on the challan. It is specific for every tender.
 - Beneficiary Bank branch: ICICI Bank Ltd, CMS.

- Beneficiary name as per the challan.
- ii. For every tender, details in the challan are different and specific to that tender only. The Agency should not make use of a challan for making payment for another tenders' Processing Fee.
- iii. It is advised that all the Agencies make payment via RTGS/NEFT at least one day before the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the Agency validation. In such cases The Agency, may not be able to submit the tender.
- iv. The Agency has to make only single payment against a challan as per the amount mentioned on the challan.
- v. The Agency must make the payment before tender validity expires.

b) Don'ts in the event of making payment through NEFT/RTGS:

- i. The Agency should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise:
 - Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the Agencies account.
 - Incorrect Beneficiary account number mentioned (<client code> + <random number>):- In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.
 - Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as un-reconciled transactions and will be auto-refunded directly to The Agency's account. In the event of any discrepancy, payment would not be considered and The Agency would not be allowed to participate in the bidding.
- ii. The Agency is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and The Agency combination.
- iii. The Agency must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded to the Agency.
- iv. The Agency would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked on account of incorrect payment made.

c) Do's in the event of making payment through OTC:

- i. It is the Agency's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are:
 - Beneficiary account no: <client code> + <random number>.

- Amount as mentioned on the challan It is specific for every tender.
- Beneficiary name: As per the challan
- ii. The Agency has to make only single payment against a challan as per the amount mentioned on the challan
- iii. The Agency must do the payment before tender validity expires.
- iv. The Agency needs to mandatorily upload the scanned copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender.

d) Don'ts in the event of making payment through OTC:

- i. If the bidding amount is **greater than Rs 49,999/-, then The Agency should not make payment in cash.** In this case, The Agency should pay via Demand Draft/ICICI Bank Cheque.
- ii. It is The Agency's responsibility to ensure that Demand Draft should be valid and should not have discrepancies such as signature not found, stale Demand Draft, mutilated, material alteration, favouring third party etc., In the event of return of the Demand Draft by the Agency's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Agency's Bank.
- iii. Details in the challan are different and specific to that tender only.
- iv. The Agency should not make use of a challan for making payment for another tender's Processing Fee.

Section 2

Part I : Instructions to Agencies (ITA)

Part II : Data Sheet

Section 2

Instructions to Agencies (ITA)

Part I

1. Definitions

- a) **“Assignment / job”** means the work to be performed by the Agency pursuant to the Agreement/Contract.
- b) **“Project Management Consultant (PMC)/ Executing Agency/Implementing Agency”** means any eligible CPSU/CPSE/STATE PSU that has provided Services as Project Management Consultant/ Executing Agency/Implementing Agency for Government of India or any State Government.
- c) **“Agreement/Contract”** means the contract signed by and between Employer and the Agency including all its attached documents, Annexures hereto, technical and financial proposal submitted by Agency, downloaded RFP and any amendments made thereto in accordance with the provisions contained in this agreement.
- d) **“Bid/Proposal”** shall mean the signed technical and financial offer submitted by the Bidder/Agency considered together in response to the RFP.
- e) **“CPWD”** means Central Public Works Department, Government of India.
- f) **“Day”** means calendar day.
- g) **“Employer”** means the **Chief Executive Officer, GMDA, Plot No. 44, Sector 32, Gurugram** or any officer authorized by the Chief Executive Officer for the purpose.
- h) **“Evaluation Committee (EC)”** shall mean the committee constituted by the Government of Haryana for the evaluation of the bids/proposals.
- i) **“Government”** means the Government of Haryana.
- j) **“Gurugram Metropolitan Development Authority” or “GMDA”** means the Gurugram Metropolitan Development Authority, a statutory authority established under the Gurugram Metropolitan Development Authority Act, 2017.
- k) **“Letter of Award (LOA)”** shall mean the letter issued by the Employer to the successful bidder/Agency inviting him to sign the Contract Agreement.
- l) **“MCI”** means Medical Council of India.
- m) **“Personnel”** means professionals and support staff provided by the Agency or by any sub-agency and assigned to perform the Services/Assignment Job or any part thereof.
- n) **“Project”** shall mean providing consultancy services from concept to commissioning on turnkey basis for construction of Shree Sheetla Mata Devi

Medical College, Gurugram at Kherki Majra, Sector 102, Gurugram in district Gurugram, Haryana as specified in Request for Proposal.

- o) **“RFP”** means the Request for Proposal issued by the Employer for the selection of Agency.
- p) **“Services”** shall mean the Comprehensive Design, Engineering, Supervision and Project Management Consultancy Services as specified in RFP to be rendered by the Agency.
- q) **“Site”** shall mean the place/land where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP. Institute may be located on one or more parcel(s) of land.
- r) **“Start of Work”** shall mean the date of commencement of services by the Agency as specified in RFP.
- s) **“Terms of Reference”** (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed by the Agency and the deliverables of the Assignment/job.
- t) **“Project/Work Contract”** shall mean any/all contract(s) to be entered by the Agency with the contractor/contractors for all civil works, electrical works, PHE works & HVAC works etc as per provisions specified in RFP.
- u) **“Project Fund”** shall mean the project account to be operated and maintained jointly by the employer and the agency for meeting various expenses including those relating to payment to contractors, agency fees and other expenses relating to the project. The interest accrued shall be credited to the project fund.

2. Introduction

To attain the Excellence in field of Healthcare, Gurugram Metropolitan Development Authority (GMDA) has proposed to establish a Shree Sheetla Mata Devi Medical College & Hospital, Kherki Majra, Sector 102, Gurugram, District Gurugram to promote Medical Education in the State of Haryana. The goal of Institute is to provide world-class facilities to train Skilled Clinicians, Diagnosticians and Researchers and Paramedical Personnel. The proposed Medical College will have Multi-Specialty/Super-Specialty facilities as per Terms of Reference (TOR). The Medical College will have 500 bed modern hospital with latest equipments and services for patient care and an intake capacity of 150 undergraduate students. The Medical College will also undertake clinical research activities. The institution is envisioned to have excellent use of information technology providing latest teaching aids, library facilities in the user friendly environment. The campus of Medical College will be fully Wi-Fi including Hostels as per ToR.

The proposed Medical College will initially admit 150 under-graduate students and will be expanded later to include post-graduate courses in different clinical and non-clinical

subjects.

Land parcel measuring approximately 39 acres 2 kanals 7 marla of Kherki Majra, Sector 102, Gurugram, District Gurugram has been identified and selected for the establishment of the proposed Medical College Kherki Majra, Sector 102, Gurugram, District Gurugram. The location of this land is as indicated in the Master Plan of Gurugram.

The Chief Executive Officer, GMDA, Plot No. 44, Sec-32, Gurugram wishes to engage the services of a Project Management Consultant (Agency) from Central Public Sector Undertakings (CPSUs)/ Central Public Sector Enterprises (CPSEs)/State owned Public Sector Undertakings (STATE PSUs) who have relevant consulting experience with the aim of Comprehensive Design Engineering, execution, monitoring of construction of above said Medical College (Concept to Commissioning) as defined in TOR in this RFP document.

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

3. Clarification and Amendment of RFP Documents

- 3.1 Agencies may request for a clarification on any clause of the RFP documents at the address within the timelines indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send copies of the response to all Agencies.

- 3.2 At any time before the due date for submission of Proposal, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means.

4. Conflict of Interest

- 4.1 Employer requires that Agency provides professional, objective, and impartial advice in a time bound manner and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 4.2 Without limiting the generality of the foregoing, Agency and any of their sub-agency(s) shall be considered to have a conflict of interest when:
- (i) **Conflicting Assignment/job:** The Agency (including its Personnel and Sub-Agency) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may conflict with another Assignment/job of the Agency to be executed for the same or another Employer.
 - (ii) **Conflicting relationships:** The Agency (including its Personnel and sub-agency) that has a business or family relationship with a member of the Employer's staff and who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract.
- 4.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. If the Agency fails to disclose said situations, it may lead to disqualification of the Agency during the bidding process or the termination of its Contract during execution of Assignment.
- 4.4 **Unfair Advantage:** If the Agency could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4.2 above, the Employer shall make available to all Agencies together with this RFP all information that would in that respect give such Agency any competitive advantage over competing Agencies.

5. Proposal

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

6. Bid Security/Earnest Money Deposit EMD

- 6.1 The Bidder/Agency shall furnish, as Bid Security, an amount as mentioned in Part II:

Data Sheet of ITA in this Request For Proposal (RFP).

- 6.2 The Bid Security will be submitted in the form of a Bank Guarantee from a Scheduled Commercial Bank in India. The format of the Bank Guarantee shall be as per **Form A** provided in this RFP. The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid. The Bid Security shall be endorsed/pledged in favor of “Chief Executive Officer, GMDA” payable at Gurugram and shall be submitted in a separate envelope super scribed “Bid Security for Appointment of Agency for “Providing consultancy services from concept to commissioning on turnkey basis for construction of Shree Sheetla Mata Devi Medical College & Hospital, Gurugram, Haryana” as specified in Request for Proposal.
- 6.3 Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
- 6.4 The Bid Securities of unsuccessful Bidders shall be discharged/ returned by Chief Executive Officer, GMDA as promptly as possible, after the expiration of the Bid Validity.
- 6.5 The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement by agency with Employer, and on submission of Performance Security, as mentioned in clause 19.
- 6.6 The Bid Security shall be forfeited:
- a. If the Agency withdraws his Bid during the period of Bid Validity, or
 - b. In the case of the agency:
 - i) The necessary Performance Security for performance is not furnished as per clause 19 and/or
 - ii) The Contract is not signed within the time limit specified in clause 15.2.
 - c. If the agency tries to influence the Bid process/ employees of GMDA / members of Evaluation Committee in any manner.

7. Proposal Validity

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

circumstance the Employer shall not consider such Proposal for further evaluation.

8. Eligibility Criteria:

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

9. Disinvestment

The CPSU/CPSE/STATE PSU which are under the process of disinvestment/strategic sale or otherwise, it shall be incumbent upon the agency to declare this fact and it shall be the responsibility of the concerned Ministry/CPSU/STATE/Successor Company under which the Agency is working to ensure the timely completion of work as per the Terms of Agreement with the State Government failing which CPSU/CPSE/STATE PSU/Successor Company shall be liable as per terms & conditions of this Agreement.

10. Preparation of Proposal

- 10.1 **Language:** The Proposal as well as all related correspondence exchanged by the Agencies and the Employer shall be written in the English language.

The Agency is required to furnish the following details / documents duly signed and stamped on each page by the authorized signatory.

- i. Technical Details about the PSU and other relevant information including documents in the details provided therein.
- ii. Certificate of Incorporation / Registration.
- iii. Copy of aims and objectives of the CPSU/CPSE/STATE PSU as indicated in the Memorandum of Association and Articles of Association of the CPSU/CPSE/STATE PSU.
- iv. Annual reports and audited statement or statements certified by an independent auditor appointed by the company; of accounts for the last five years (2011-12 to 2015-16). Certificates in support of turnover from the statutory auditors of the company will be certifying the turnover and profit. Net worth certificate in the prescribed format for the last five years or solvency certificate for the last six months.
- v. Copy of registration for GST, copy of PAN and EPF.
- vi. Copy of RFP & clarification issued by Employer to this RFP, if any, as a mark of acceptance of all conditions of the RFP.
- vii. Power of Attorney in favor of the signatory authority for the purpose of signing bid documents/ proposal.

- viii. A detailed write-up on the CPSU/CPSE/STATE PSU's Approach and Methodology to perform the assignment based on the TOR.

Note:

- a. All papers which are a photo copy and submitted as part of the proposal shall be duly attested by the CPSU/CPSE/STATE PSU's CS/CA or Authorized signatory.
 - b. Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the PSU.
 - c. Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in the RFP should be given and location of the documents submitted should be clearly mentioned in the index so that the tender evaluation committee is able to easily locate them. Non-compliance of this condition may result in rejection of the bid.
 - d. All monetary figures should be Indian Rupees (INR).
 - e. Proposals should be complete in all respects and containing all requisite documents/ information/ data. Only complete proposals shall be accepted and evaluated.
- 10.2 While preparing the Technical Proposal, Agencies must ensure that alternative professional staff is not proposed and only one curriculum vita (CV) may be submitted for each position. No change of staff would be allowed without prior approval from the Employer.
- 10.3 **Technical Proposal:** Agencies are required to submit Technical Proposal (TP) informs provided in Section-3. The Part II Data sheet in Section - 2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being considered non-responsive. Content of the Technical Proposal is prescribed below:
- a) Form TECH-1 in Section-3 is cover letter accompanying Technical Proposal.
 - b) A detailed description of the Agency's organization will be provided in Form TECH-2. In the same Form, the Agency will provide details of experience of eligible Assignments.
 - c) A description of the technical approach, methodology, Project Scheduling & Planning and work plan for performing the Assignment/job (Form TECH-3 of Section 3).
 - d) The list of the proposed key Professional staff by area of expertise, along with their Curriculum Vitae (CV) duly signed by the concerned staff or authorized representative, the position that would be assigned to each staff team member and

their tasks, is to be provided in Form TECH-4 of Section 3.

- e) Detailed description of methodology for training & capacity development.
- f) Power of Attorney / authorisation in favour of person signing the Proposal.

10.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

10.5 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Form FIN-1 in Section 4). It shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITA 10.7, associated with the Assignment/job, including costs of the Agency associated with concept, design, construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and all applicable taxes.

10.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.

10.7 The Estimated Project Cost (EPC) for the purpose of this RFP is Indian Rupees (INR) Rs. 500.00 Crore (Rs. Five Hundred Crore only). **It is hereby clarified that the actual payment to the successful Agency, under the contract, shall be restricted to the cost of project means EPC or actual cost of the project whichever is less. The actual cost of the project shall be worked out as provided in Annexure 1 of the draft contract.**

10.8 Employer will not reimburse any charges to the successful bidder/ Agency towards legal fees, third party certification fees, proof checking agency charges, travel expenses, incidental expenses or any other expenditure incurred for the execution of the project other than the statutory fees paid by the bidder to the statutory authorities.

11. Taxes

All applicable taxes will be included by the agency in its rates in the financial proposal in Form FIN-1 in Section 4. Nothing extra shall be paid on account of this.

12. Currency

Subject to provisions of ITA 10.7 above, Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will then be converted to absolute amount in Indian Rupees (INR) for the purpose of evaluation as per ITA 13.

13. Submission, Receipt and Opening of Proposals

13.1 Submission of bids and all documents is must through e-tendering/online. Submission letters for both Technical Proposal and the Financial Proposal should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 13.2 An authorized representative of the Agency shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 13.3 The original and all copies of the Technical Proposal placed in a sealed envelope marked “**TECHNICAL PROPOSAL**” as uploaded online may also be submitted in hard copies at the prescribed address by the due date.
- 13.4 The Proposals/all documents must be submitted online as per Data sheet by due date and time as prescribed in the notice inviting RFP or any extension to this date in accordance with para3.2 above. Any Proposal received by the Employer after the deadline for submission shall not be considered.

14. Proposal Evaluation

- 14.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the Agency’s Proposal.
- 14.2 The **Evaluation Committee (EC)** will carry out the entire evaluation process.
- 14.3 **Evaluation of Technical Proposals:** The EC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- 14.4 The **EC** shall evaluate the Technical Proposals on the basis of the irresponsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Datasheet. In **the first stage of evaluation**, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid (Proposal) will remain unopened. The qualification of the Agency and evaluation criteria for the technical Proposal shall be as defined in the Data sheet.
- 14.5 **Public opening & evaluation of the Financial Proposals:**

Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the Agencies’ representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.
- 14.6 The **EC** will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.
- 14.7 After opening of Financial Proposals, selection method as described in the Data Sheet: Detailed Evaluation Method shall be applied to determine the Agency eligible for award of Contract. The selected Agency will be invited for negotiations, if considered necessary.

15. Negotiation of Contract

15.1 Negotiations may be held on the date, time and address intimated to the selected Agency.

15.2 Technical negotiations:

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

15.3 Financial negotiations:

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

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

16. Award of Contract

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

16.2 Unless otherwise agreed, the Agency will sign the Contract within 15 days of issuance of LOA.

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

17. Confidentiality

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

18. Dispute Redressal Mechanism:

18.1 The Employer and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them in connection with or under the Contract.

18.2 If after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Employer will appoint an Arbitrator and

proceedings shall be conducted in accordance with the rules of procedure under the Arbitration & Conciliation Act, 1996, and the place for such proceedings shall be only at Chandigarh.

- 18.3 None of the foregoing provisions shall, however, be deemed to be waiver of the immunity and privileges accorded to agencies under the laws of the Union of India and international covenants and conventions to which India is signatory.
- 18.4 The employer will not be responsible for any dispute between the agency and the sub-agency. All such disputes shall be redressed at their own level without disturbing the timeline of the work/project.

19. Transparency & Disclosure provision:

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

20. Performance Security:-

The Agency shall provide security for its performance of the services as per ToR to the Employer within 15 (fifteen) days after receipt of the Letter of Award @ 5% of the consultancy agreement amount. (Agreement amount will be worked out based on his quoted rate). The Performance Security shall be in the form of Bank Guarantee or Fixed deposit receipts in the name of the Employer from any nationalized bank or Scheduled bank in India valid up to the end of the defect liability period + 45 days or as prescribed in data sheet Part II from the date of issue of letter of award and extendable up to a suitable period as desired by the Employer. The bid security/EMD shall be released after signing of the agreement.

Failure of the Agency/ successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment of the consultant for a period of 5 years for Haryana Govt. works. The BG shall be in the format as per **Form - B**.

The Performance Bank Guarantee shall be released only after successful completion of services and furnishing of all requisite certificates i.e. completion/occupation certificate, fire clearance certificate, GRIHA rating certificate and all other statutory certificates required for occupation of the building including MCI, DCI and other Medical related certificate required to run all the institutes of campus complete in all respect.

21 Disclaimer

- 21.1 The information contained in this RFP or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of Employer or any its employees or advisers, 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.
- 21.2 This RFP is not an agreement. This RFP provides interested parties with information that may be useful to them in formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the construction work, etc. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 21.3 The Employer, its employees and advisers 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.
- 21.4 The Employer 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.
- 21.5 The Employer 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.
- 21.6 The Employer reserves right to accept or reject any or all proposal (s) or to annual the RFP process and reject all proposals at any time prior to award of contract without

assigning any reason whatsoever and without thereby incurring any liability to the affected CPSU/CPSE/STATE PSU(s) on the ground of such action.

- 21.7 The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs.
- 21.8 Any effort by a CPSU/CPSE/STATE PSU to influence the proposal comparison / evaluation / work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its proposal.
- 21.9 The Employer reserves the right to change the schedule of dates / time stated in this RFP. Changes, if any, will be displayed on the website <https://www.haryanaeprocurement.gov.in> of Employer and it shall be the responsibility of the CPSUs to keep themselves abreast of such updates. As such the CPSUs are requested to regularly check the website of Employer.
- 21.10 In case of any dispute, jurisdiction of courts in Gurugram will apply.
- 21.11 The responsibility of giving truthful information without concealing any facts is that of the CPSU/CPSE/STATE PSU(s). In case, at any stage, it is found that any information given by the CPSU/ CPSE/STATE PSU(s) is false / incorrect / concealed, then Employer shall have the absolute right to take any action as deemed fit including but not limited to dropping the bidding CPSU/CPSE/STATE PSU from consideration for award of work / blacklisting etc. without incurring any liability to the affected CPSU/CPSE/STATE PSU(s) on the ground of Employer action.
22. Appropriate clause of Defect Liability Period (DLP) shall be provided by the agency in "Work / Project contract" by keeping period of defect liability as per CPWD norms.
23. **Escalation factors / Cost Index Factors to work out the value of Project cost:-**
Following Escalation factors / cost Index Factors to work out the value of Project cost (for the cost of works executed and financial figure to a common base value for works completed) as per standard guidelines of Haryana PWD:

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61
Six	1.77
Seven	1.94
Eight	2.14
Nine	2.36
Ten	2.59

Part-II: Data Sheet

<i>Sl No.</i>	<i>Ref. of ITA</i>	<i>Particulars of Data Sheet</i>
1	2.1	Name of the Employer: Chief Executive Officer, GMDA, Plot no. 44, Sec-32, Gurugram Telephone: 0124-2746612 E-mail : advsplprj.gmda@gov.in
2	2.2	Name of the Assignment/job is: For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the construction of Shree Sheetla Mata Devi Medical College at Kherki Majra, Sector 102, Gurugram, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning).
3	2.3	Submission of Proposal (Online): Last Date : 29.08(s).2018 Time : upto 02:00 PM Address: Joint Chief Executive Officer, GMDA, Plot No. 44, Sec-32, Gurugram.
4	2.5	The observations of the last Pre-Bid meeting incorporated.
5	2.6	The Employer will provide the following inputs and facilities: Site map as available, project area and indicative project cost. Agency will make itself well acquainted with the scope of work/ToR, site etc. well before submitting the proposal. The CPSU/CPSE/STATE PSU is advised to visit the site before quoting the rate. For site visit the interested CPSU/CPSE/STATE PSU can contact Advisor (Special Projects), GMDA, Gurugram, the Nodal officer for this purpose and his contact no. 0124-2746612
6	8	Eligibility Criteria: i) The Project Management Consultant/Executing Agency/Implementing Agency as described in the RFP (Section 2 ITA Part I) should have completed any of the following work during the last 7 (seven) years ending

<i>Sl No.</i>	<i>Ref. of ITA</i>	<i>Particulars of Data Sheet</i>
		<p>previous day of last date of submission of tenders:</p> <ul style="list-style-type: none"> a) One project involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 400 Crore for each project or b) Two projects involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 300 Crore for each project or c) Three projects involving construction of a multi-speciality Hospital or Medical College costing not less than Rs. 200 Crore for each project. <ul style="list-style-type: none"> ii) The agency shall deposit processing fee of Rs. 50,000/- (Rs Fifty thousand) only at the time of submission of bids through debit card/credit card/ne Banking or through e-payment gateway as per notice inviting RFP, which will be non-refundable. iii) The agency shall deposit Bid security/Earnest Money (EMD) of Rs 50,00,000/- (Rs. Fifty Lakhs) through Bank Guarantee as per this RFP. iv) Have an established and demonstrable track record of rendering all the services (design, execution & commissioning) for a project comparable to that envisaged in the RFP; and v) Have an experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning etc similar modern infrastructure Projects; and vi) Possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the Project and maintenance of the Project after its completion. vii) Agency should have positive net worth and should have made profit for two consecutive years during last three years. viii) The CPSU/CPSE/STATE PSU should not have been blacklisted or debarred by any Govt. at time of submission of bid and no awarded work should have been terminated during last three years on the ground of unsatisfactory performance. <p>Other conditions:</p> <ul style="list-style-type: none"> (i) Construction will be done as per CPWD norms/Haryana PWD. (ii) Project will be implemented as per norms of MCI/DCI/INC and other regulatory bodies. For the purpose of comparison, a tentative cost has been fixed for the project on the basis of estimate of expenditure on construction of other medical college buildings and furnishing thereof. (iii) Details of the project forming part of the DPR will be got finalized by

<i>Sl No.</i>	<i>Ref. of ITA</i>	<i>Particulars of Data Sheet</i>
		Agency from Employer after discussions.
7	3.1	Clarifications may be requested till the date of Pre-Proposal meeting. The address for requesting clarifications is: E-mail: advsplprj.gmda@gov.in
8	7	Proposals must remain valid for 180 (one hundred eighty) days after the submission date, i.e. until: 20.02.2019.
9	10.3	The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2 : Agency's organization & experience Form Tech 3 : Approach & Methodology, Project Scheduling & Planning Form Tech 4 : Team Composition Form A
10	10.3(e)	Training & capacity building is a specific component of this Assignment/job: In respect to providing training to the Staff of the employer for smooth operation and maintenance of various specialized services/equipment in an Institution/Hospital of similar nature as per RFP. [Refer TOR for details]
11	12	Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will be converted to absolute amount in Indian Rupees for the purpose of evaluation. However, actual payment to the successful Agency, under the Contract, shall be restricted to the quoted percentage of EPC or that of the actual cost of the project, whichever is lower.
12	13.3	Agency may submit the original and two copies of the Technical Proposal in hard copies as well.
13	14.4	Prior to evaluation of Proposals, Employer will determine whether each Proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if it satisfies all the criteria stated below: (a) It is received online by the due date and time as per notice inviting RFP. (b) It is signed and marked as stipulated. (c) It contains the information and documents as requested in the RFP in desired format. (d) It provides the information in reasonable detail. ("Reasonable Detail"

<i>Sl No.</i>	<i>Ref. of ITA</i>	<i>Particulars of Data Sheet</i>
		<p>means that, but for minor deviations, the information can be reviewed and evaluated by Employer without much communication with the Agency). Employer reserves the right to determine whether the information has been provided in reasonable detail.</p> <p>(e) There are no inconsistencies between the Proposal and the supporting documents.</p> <p>(f) Initialled complete bid document/RFP as downloaded.</p> <p>(g) It does not contain any condition or qualification.</p> <p>Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.</p> <p>Employer reserves the right to reject any Proposal which in its opinion is not responsive and no request for modification or withdrawal shall be entertained by Employer in respect of such Proposals.</p>
14	16.3	<p>Date for commencement of consulting Assignment/job as per ToR by Agency: 21 days after signing of agreement/letter of allotment</p> <p>Location: Kherki Majra, Sector 102, Gurugram [_____].</p>

Section 3

Technical Proposal - Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

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

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the Construction of Shree Sheetla Mata Devi Medical College & Hospital at Kherki Majra, Sector 102, Gurugram, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning). We are hereby submitting our Proposal, which includes this Technical Proposal, and Financial Proposal in separate envelopes online.

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

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

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

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

FORM TECH-2

AGENCY'S ORGANIZATION AND EXPERIENCE

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

A . Agency's Organization

[Provide here description of the background and organization of the entity for this Assignment/job in following format.]

Sr. No	Particulars		
1	Full name of the bidder CPSU/CPSE/STATE PSU		
2	Full address of bidder CPSU/CPSE/STATE PSU		
3	(A) Telephone No/ Mobile No		
	Email		
	(B) Fax No		
4	Names and details of the Authorized signatory of this RFP (Address , Contract Telephone Number , Mobile number , Fax No, Email Id)		
5	Has the bidder/ CPSU/CPSE/STATE PSU been blacklisted by any organization . if so attach the details of the same.		
6	PAN		
7	EPF		
8	GST registration No		
9	No of full time employees with the bidder CPSU/CPSE/STATE PSU	Engineers	Supporting staff (Technical)
10	Financial strength of the organization of the last 3 years	Turnover (Rs in Crore)	Net profit (PAT) (Rs in Crores)
	FY 2017-18		
	FY 2016-17		

	FY 2015-16		
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B. Detail of Personnel

Sr No	Category	Educational Qualification	Experience in years	No. of Persons
1	Engineers			
	Civil			
	Electrical			
	Architect			
2	Supporting Staff (Technical)			
	Total			

C. Agency's Experience

Using the format below, provide information on each assignment/job for which your firm was legally contracted for carrying out consulting assignment/job similar to the ones requested under this Assignment/job as per RFP.

Sr No	Name & address of client department /Employer	Name of project	Exact Location / site of the project	Approved cost of project (in lakhs)	Date of commencement of project	Timeline fixed for completion	Actual date of completion	Final cost of project	Is there any dispute /legal case /Arbitration case pending of the project	Remarks including description of activities by the staff of agency within the over all assignment /Job

Note: Please provide documentary/material evidence from the Employer i.e. copy of work order, contract, Purchase Order, Agreement, completion certificate issued by the officer not below the rank of Executive Engineer etc. in support of above mentioned Assignment/job.

It is hereby certified that

1. Our CPSU/CPSE/STATE PSU has never been blacklisted by any Central / State Govt/CPSU/State Authority.

It is hereby submitted that all the terms and conditions of this RFP are acceptable to us.
We hereby certify that the above mentioned particulars are true and correct.

Date _____

Place _____

Signature and name of the
Authorized Signatory

CPSU/CPSE/STATE PSU Stamp

FORM TECH-3

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

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

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

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

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

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

Project Scheduling & Planning.

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

and ability to translate them into a feasible working plan.

- Indicate all main activities of the Assignment/job from concept to commissioning, including design, construction, hospital services, MEP services, ICT services, commissioning and transfer of knowledge/capacity development
- Duration of activities shall be indicated in the form of a bar chart.
- Steps to be taken for timely completion of the project, plan B or alternate methods to complete the project in any eventuality;
- Brief description will be given of management systems & tools employed.
- Organization and staffing including suitability of the key personnel for the project and any suggestion made by the bidder/Agency to improve the terms of reference. This is an illustrative list of items, but not exhaustive. Based on inputs received from the bidders during the presentation, the employer may modify/ amend the terms of reference, staffing schedule, work schedule, logistics, and reporting subsequently. These documents will then be incorporated in the Contract as 'Description of Assignment/ job.' Special attention will be paid to clearly define the inputs and facilities required from the Employer to ensure satisfactory implementation of the present Assignment/job

Note:

A detailed power point presentation shall be made by the eligible Bidders who clear the technical scrutiny/ technically responsive. Date and time of the presentation will be intimated to the concerned CPSUs. Presentation shall broadly include as mentioned above in this FORM TECH -3 and FORM TECH-4

FORM TECH-4

TEAM COMPOSITION

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

1. Key Professional Staff

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

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

- Curriculum Vitae (CV) of Key Professional Staff required to be deployed for accomplishing each activities/field as broadly listed above in successful and timely fulfilment of this assignment/job of agency are to be attached, duly authenticated.
- Every wing/ field as listed above should have sufficient supporting staff to facilitate smooth working and for timely action.
- The Agency will earmark the requisite personnel/staff exclusively in sufficient number deployed at site as agreed by Employer for smooth running of project.

Form A/B

Bank Guarantee Form

A- Form of Bank Guarantee for Bid Security/EMD

B-Form of Bank Guarantee for Performance Security

To

Employer,

_____ ,

Ph. _____

WHEREAS..... (name and address of Agency) hereinafter called “the Agency” has undertaken, in pursuance of Letter of Award No. Dated to execute..... (brief description of Works) (hereinafter called “the contract”);

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Agency, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

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

This guarantee shall be valid until _____ (period to be corrected as per RFP) from the date of issue of letter of Award (LOA).

This guarantee shall also be operatable at our _____ branch at _____, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....
Name of the Issuing Bank/ Branch
Address & Telephone Number.....
Name of the Controlling Branch/Bank.....
Address & Telephone Number.....
Date.....

In the presence of (if this is to be witnessed as per bank’s policy)
.....

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

Section 4

Financial Proposal - Forms

FINANCIAL PROPOSAL SUBMISSION FORM*[Clause 9.5 Section 2, Instructions to Agencies (ITA), Part I]*

[Location, Date]

To:[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the Construction of Shree Sheetla Mata Devi Medical College & Hospital at Kherki Majra, Sector 102, Gurugram, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning) in accordance with your Request for Proposal and our Technical Proposal.

We hereby submit our Financial Proposal for the sum equivalent to [_____] per cent (in figure as well as in words) of the estimated project cost indicated in the RFP in ITA 10.7. This is inclusive of all applicable taxes.

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

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

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

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

Yours sincerely,
Signature of Authorized Signatory

Name:

Title:

Address:

[Note: The Financial Proposal shall set down the total cost, expressed in percentage terms of the estimated project cost (EPC) given in ITA 10.7, associated with the Assignment/job, including costs of the Agency associated with concept, design, construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes.]

Section 5

Terms of Reference

Terms of Reference

Background, Objectives and Detailed Scope of the Assignment

1. BACKGROUND:

Shortage of Medical professionals in the country is well known. The country today is far away from WHO norms of one allopathic doctor per 1000 population. Currently, the production of allopathic doctors, in the country, is both inadequate and uneven. Shortages amongst medical professionals continue to persist at national level: Haryana state is no exception.

The proposed **150** intake medical college would bridge the gap between demand and supply of doctors as also its attached teaching hospital would help in filling the gap of health facilities. Gurugram district does not have a medical college; the Govt., however, has plans to set up a new medical college at Kherki Majra, Sector 102, Gurugram, Gurugram Well setup the medical college will besides catering to the district and surrounding area.

The goal of institute is to provide world class facilities to train the team of skilled clinicians, diagnosticians and researchers and paramedical personnel. The Medical College will have 500 bedded modern hospital with latest equipments and services for patient care. The medical college will also undertake clinical research activities. The institution is envisioned to have excellent use of information technology providing latest teaching aids, library facilities in the user friendly environment. The campus of Medical College, Kherki Majra, Sector 102, Gurugram will be fully Wi-Fi including Hostels.

The proposed medical college will initially admit **150** under-graduate students and will be expanded later to include post graduate courses in different clinical and not clinical subjects. It is also planned to have training facilities for nurses and technicians.

➤ **Location and Connectivity**

Land parcel measuring approximately 39 acres 2 kanals 7 marla of Kherki Majra, Sector 102, Gurugram, District Gurugram has been identified and selected for the establishment of the proposed Medical College at Kherki Majra, Sector 102, Gurugram. This location of this land is indicated in the Master Plan of Gurugram.

➤ **Site Visit**

Though the brief information of the site has been given above, the agency/CPSU/CPSE/STATE PSU are advised to visit the site before quoting the rate. For site visit the interested CPSU/CPSE/STATE PSU can contact Advisor (Special Projects), GMDA, who has been appointed as Nodal officer for this purpose and his contact no. are 0124-246612 & mobile no. _____ .

2. PROPOSED BUILDINGS AND SERVICES:

The campus shall be designed contextual with locale, modern, sustainable, energy efficient buildings in accordance with standard and best practices guidelines. The entire campus should be designed as an environment-friendly, zero discharge campus. The campus should be

designed so as to leave enough space for future expansion. The campus shall have major component buildings as specified in the Terms of Reference based on the user requirement but any number of additional building(s) or features can be added or deleted in this list.

3. OBJECTIVES OF THE ASSIGNMENT:

- (i) Develop a medical educational institution with modern educational facilities and state of the art technology, latest design standards and best operating procedures, leading to accreditation, such as NABH, NABL, and so on;
- (ii) An air-conditioned 500 bedded hospital attached to the medical institution conforming to the international standards of hospital engineering for providing best medical care, equipped with medical equipment of latest generation having safety standards both for the user and the patients;
- (iii) A medical college and medical institution for 150 MBBS admissions annually shall have the following departments as per MCI norms:-
 - 1. Human Anatomy
 - 2. Human Physiology
 - 3. Biochemistry
 - 4. Pathology (including Blood Bank)
 - 5. Microbiology
 - 6. Pharmacology
 - 7. Forensic Medicine including Toxicology
 - 8. Community Medicine
 - 9. Medicine
 - 10. Pediatrics
 - 11. Psychiatry
 - 12. Dermatology, Venereology & Leprosy
 - 13. Tuberculosis & Respiratory Diseases
 - 14. Surgery
 - 15. Orthopedics
 - 16. Radio-Diagnosis
 - 17. Radiotherapy
 - 18. Oto-rhinolaryngology
 - 19. Ophthalmology
 - 20. Obstetrics & Gynecology
 - 21. Dentistry
- (iv) The institute to have medical College, teaching hospital, administrative block, residential accommodation for different category of staff and hostels for boys & girls in a campus type facility as per MCI norms with Wi-Fi feature, Auditorium,

Faculty Rest House while designing the facility. The space for future expansion for development of super speciality departments and post-graduate Courses should be identified and earmarked in the drawings.

- (v) The facility must conform to the standards established by MCI/DCI/INC or any other statutory body pertaining to the concept of building of multi/super-specialty project.

4. SCOPE OF SERVICES OF THE AGENCY:

The Agency will provide consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the Construction of Medical College at Kherki Majra, Sector 102, Gurugram on Turnkey Basis (from Concept To Commissioning) for the Project as described below:

- (i) Develop Master Plan/Concept Plan acceptable to Employer/Interact with Employer, modify the concept design, if required, incorporating necessary changes and submit revised/modified conceptual design with reference to the requirements given, providing details of useful area, circulation area, plinth area, ground coverage, FAR, services and broad specifications etc.
- (ii) Obtain approval of final Master Plan/ Concept Plan from Employer and propose methodology for execution of work having regard to various facilities already operating at site.
- (iii) Designing, Planning, Architectural/Engineering details of the project, getting approved from employer, getting approval from the Local Municipal Authorities and obtaining clearance from the concerned Statutory Authority for the Environment, Wildlife clearances etc. All permissions and clearances for commencement and execution of the project shall be obtained by the Agency
- (iv) Soil investigation, topographical survey, traffic survey, environment assessment study etc. required for getting approvals and/or required for estimation before tendering, cost of all preconstruction will be part of Consultancy charges (fee of Agency). Nothing shall be paid by the Employer on this account.
- (v) Preparation of Detailed Project Report (DPR) in consultation with the employer, preparation of submission plans for approval of various statutory authorities after approval of the concept plan and DPR.
- (vi) Volumetric study and Urban form recommendations including pedestrian/ vehicular movement and parking.
- (vii) BID PROCESS MANAGEMENT**
 - a) Preparation of tender documents as per CPWD/Works Manual norms/guidelines, drawings, specifications and other bid documents for construction of the project.

- b) Submission of bid documents to Employer for concurrence. While forwarding the estimate the Agency will give a certificate of correctness and will also certify that the estimates have been prepared as per sound engineering practices of National Building Code/CPWD norms /Delhi Schedule of Rates, BIS Standards and other relevant codes.
- c) Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short listing agencies for the project.
- d) The Agency will invite the e-tenders only through wide publicity in national level newspapers ensuring competitiveness and sending the same through email /registered posts to Haryana PWD, CPWD, DDA and Class I contractors etc. in addition to placing tender on website.
- e) The Agency shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Agency and the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main work Contract document for the work.
- f) The Agency shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Agency shall thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions/agreement conditions.
- g) It shall be the duty and responsibility of the Agency regarding acceptance or rejection of the tenders received. The Agency shall have right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Agency shall be final and binding on all the parties.
- h) The Agency shall execute the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.

5. Detailed Design Stage

The Agency shall provide the following:-

5.1 Designing of Master Plan

- Preparation of Master Plan for the entire Campus keeping in view topography, design needs and requirements. Model of Master Plan & Individual blocks should be prepared. The Master Plan shall reflect the strategic planning of the proposed institute for the present and the emerging needs in view of advances in health care and the needs of the populations. Master plan shall delineate building and functional utilization of campus site in a creative efficient manner. The objectives of Master Plan shall include:
- Segregation of various types of movement, including normal and emergency vehicular movement and movement of vehicles for utilities

- Efficient mobility of pedestrians (especially for the patients, persons with various limitations and special needs), cycle tracks within the campus and strategically located parking locations
- Accommodating growth
- Creating synergies between built mass for patient care, research and teaching
- Integrating academic and residential life
- Creating holistic environment for overall development of the students and scholars
- Creating a focus of an institution of excellence
- Creating open spaces
- Sustainable solution in-sync with the climate and site potential, maximizing natural and renewal resource potential. Sustainability shall be the intrinsic strategy of Master Planning, reflected through compact and efficient spatial planning approach. Landscape shall enhance human comfort, reduce heat island effect, create nature-rich spaces and contribute to human scale experience. Water and energy efficient shall be demonstrated through Carbon foot print reduction. Design Consultant shall devise interface as means to involve Institute stakeholders in the sustainable efforts incorporated in the Master Plan.
- Logistics is an important requirement for a large healthcare facility. Efficient management of logistics, such as supply of goods, handling of sterile supplies, equipment, food, medicines, safe storage, and internal movement ensuring supply reliability, disposal pathways and processes shall be effectively dealt with.
- Agency shall develop understanding of requirements through examining/visiting to see & understand site constraints & potential, geographical location, climatic conditions, weather patterns, solar movement and important landmarks/facilities that may exist in near vicinity and local architectural design typologies, which can influence design.
- Landscape design must demonstrate climate-centric mix of soft and hard scapes, maintainable and water efficient. It should have adequate shading for pedestrians, cyclists, and areas for relaxation of patients and staff, and must analyze the self-shading of aspect of all buildings to create an atmosphere conducive to over well-being of all users. The primary objective is to ensure native vegetation, shaded trees, and minimum water requirement for up-keep of landscaping. The campus should be inviting, replete with greenery, and contribute to reducing carbon footprint through the measures of landscaping. The Agency should keep in mind the climatic zone of the campus before landscape designing. In addition, the landscaping should be in place with the start of the facilities.
- The Agency shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities and prepare detailed Architectural, Structural, Services drawings including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision.
- Prepare complete Architectural, Structural and services design & drawings and working details, schedules, specifications and bills of quantities as per CPWD

schedules of rates to describe the whole project adequately for the purpose of taking Employer approval and of all the local bodies and for placing the main and other subsidiary Contracts by Employer. The agency will provide **10 sets of drawings** to the employer. Fee of the consultants engaged in scope of services will be the part of agency fee and not the project cost.

- Proof checking/vetting of structural design of all buildings shall be got done through any IIT.
- The buildings would be designed and constructed keeping in view that these buildings are lifeline buildings and are required to be stable and 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.
- The Agency 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.

5.2 Services Design

- The broad scope of services for the project under this contract shall include but not be limited to Complete Planning & Design of Electrical systems, HVAC, Fire Detection & Fighting, Rain Water Harvesting, PHE, medical services, Roads & Paths, Street lighting etc. This shall entail preparation of conceptualization plans based on conceptual design and specifications in compliance with State electricity board/other statutory authorities/MCI Norms (Internal & External Electrical Services)/Indian & International standards, NABH/NABL/JCI norms that may be applicable and assisting in obtaining all Statutory approval
- All designs shall be efficient, economical, flexible and future ready and compare to best international practices/standards and advising on Sourcing of materials.

5.3 Electrical Services

- Electrical services design shall include 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.
- Indoor and outdoor lighting including lightning protection and earthing systems of all the buildings and sensitive equipment, plants & machinery and specifying the details and capacities of HT panels, Transformers, LT panels, standby diesel generator sets, UPS and design of fuel storage facilities
- Taking care of 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, computers lifesaving equipment and 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
- Designing/evolving of complete communication system including but not limited to telephones, Intercom & PA system, visual display, Queue management System etc. System has to be robust and capable of being future ready. It should also include FTTH based on a fiber optic network.
- Fire detection & alarm system
- Incorporating complete fire detection and suppression system including its integration with the IBMS, HVAC and smoke extraction arrangements.
- Lifts, elevators to be provided, their capacity and type as per the requirement and ensure segregation of lifts for patients/Doctors and other medical personnel, visitors etc. to have smooth movement of human traffic
- Assess the requirement of nurses call system at different locations (ICU, ICCU, wards etc.) and make available the best system and providing proper external lighting for roads, parking, facades of buildings etc.
- Identify the sensitive/critical equipment and plan a detailed power back-up program through centralized and/or localized system. System must be able to distinguish between essential and emergent power requirements and ensure that all lifesaving devices continue to receive uninterrupted stable power supply at all times
- Taking into account requirement of GRIHA compliance like –
 - Grid interactive Solar photovoltaic power generation system
 - Electrical light controls etc.
 - ECBC requirement
 - Specialized services of the auditorium like –
 - Stage lights
 - Stage curtain
 - Dimmable light
 - Sound system
 - Foot light
 - Video projection system
 - Video conferencing system
 - Parking management system
 - Parking guidance system

6. MEDICAL SYSTEMS & SERVICES

6.1 General

The following Systems & Services play important roles in proper and efficient functioning of a Hospital.

1. Modular Operation Theatre and Integrated Modular OTs (Modular OT)
2. Central Sterile Supply Department (CSSD)
3. Medical Gases Manifold System
4. Kitchen
5. Laundry
6. Bio- Medicals Waste Management System
7. Mortuary Chamber

8. Pneumatic chute system

The considerations for each of the above services are explained in the following sections.

- Each of the above services shall be such as to take care of issues like Infection control, promoting high standard of asepsis, Facilitating coordinated and seamless services delivery, Ensuring maximum standard of safety, Optimizing utilization of spaces with flexibility & saving staff time, Optimizing safe & ergonomic working condition, Ensuring functional separation of spaces, Patient and staff comfort minimizing maintenance and regulating flow of traffic.

6.2 Operation theatres and Laboratories

All OTs should be Modular designed/ constructed keeping in view latest developments in the field and allow flexibility of use and shall conform to statutory requirements. The special laboratories such as Cardiac Cath Laboratory and other laboratories required to establish super specialty Departments as listed in the RFP should be state of the art incorporating equipment and instrumentation conforming to CE (European) / US FDA approved make and design.

6.3 Central Sterile Supply Department (CSSD)

- CSSD shall have barriers to prevent cross contamination. Central Sterile Supply Department (CSSD) shall be so as to receive, store, process, sterilize, distribute and control the supplies and instruments, linens, equipment, both sterile and non-sterile essentials to all the departments of the Hospital for care and safety of the patients. It should have wash area, packing area, sterile area with sterile store, change rooms, gauge cutting room and low temperature sterile system. Dedicated RO water requirement. CSSD shall have comfort condition in packing area and HEPA filtered air supply to sterile area. CSSD shall have Plumbing, drainage, electrical works and fire-fighting system. Location, design and internal planning will be done keeping in view the functional requirements ensuring efficiency in working and the type of machinery and equipment that will be best for being procured and deployed. Selection and procurement of suitable equipment/technologies should be done and as per the best practices being followed internationally. (All the equipment and furniture of CSSD shall be of SS-304/316/316L. Equipment shall be of European CE/US FDA certified,)

6.4 Medical Gases Manifold System

- Medical Gases Manifold System (MGMS shall be as per NFPA99C/HTM 02-01/DIN standard. Plant room and manifold room shall have good ventilation system with electrical works and fire-fighting system).
- MGMS shall include its optimum or desirable location keeping in view statutory

requirements, safety considerations and latest advances in this field with primary, secondary and tertiary source of oxygen gas, Plant room with oil less compressed air system, Lubricated vacuum system & AGSS with suitable standby and manifold room with oxygen, nitrous oxide, carbon dioxide and Nitrogen gases. ICU & HDU shall be equipped with pendant. Post-operative, Private room, VIP room & Heart center shall be equipped with BHP.

6.5 Kitchen

- Kitchen shall be designed/constructed keeping in view the size of the Hospital and the need to deliver hygienic food to all patients in shortest possible time.
- The need to have a central kitchen or satellite kitchens can be explored and design developed keeping in view the need for efficiency and economy
- Kitchen shall have Dry store, cold room, preparation area, cooking area, vegetable cutting area, dish washer and Pot wash, Dietician room, set-up area, special feed area, staff rest room, change room, trolley wash area & Trolley bay. Kitchen shall have stainless steel equipment and furniture like automatic chapatti making machine, Dough kneader, boiler, microwave, dish washer, hot food trolley, table and sink, bain-marie, deep freezer, refrigerator etc. (Kitchen shall have good ventilation system, with plumbing, drain, electrical works and fire-fighting system)

6.6 Laundry

- Size & location of laundry shall be commensurate with the size of the facility, quality of water available and the latest techniques in this field
- Laundry shall have barriers to prevent cross contamination. It should have Sorting area, sluice area, wash area, finish area, store and change room. It should be equipped with sluicer, washer extractor, drier, Ironer, boiler, compressor and finishing machine. Laundry shall have plumbing, drain, electrical works, fire-fighting and ventilation system.

6.7 Bio- Medicals Waste Management System (BWMS)

- The architectural designing/construction should ensure segregation of clean and dirty and treated waste spaces in first instance
- Final disposal has to be planned keeping in view the relevant laws as are applicable to this field as notified by the Ministry of Environment or any other statutory authority / CPCB / SPCB.
- BWMS shall have Incinerators (optional), Waste autoclave and Shredder.

6.8 Mortuary Complex

- An adequate size mortuary with provision for safe storage facility, Dissection area, Bier room, change room, wash area, office police booth and postmortem / autopsy shall be suitable designed and located in the campus. Wash area, Postmortem area and dissection area shall have plumbing and drain. HVAC system should be provided with well ventilated, well lighted postmortem/autopsy room and dissection

area.

- Location should be such as to cause minimum disturbance to general public and patients and yet ensure dignity to the deceased

6.9 Pneumatic Tube Transfer System

The Agency shall plan/design/evolve a pneumatic Tube transfer system to ferry samples/medicines/papers from one location to another keeping in view the need for economy. System should be upgradable for transfer of items amongst Labs, blood bank, pharmacy, OT complex, ICU/HDU, Diagnostic area and Wards etc.

7. HVAC SERVICES

7.1 General

- All HVAC services will be Planned and executed detailed complete in all respect, for Central and/or individual air-conditioning systems as may be required from functional and economical point of view (fully air-conditioned Institutional areas & Hospital except residential areas).
- The service shall include but not be limited to pressurization of lift wells/stair cases; mechanical ventilation system of toilets, basements and other areas etc. for the entire complex selection of chilling machines along with chiller management system, hot water generators, cooling towers, chilled/hot/condenser water pumps with VFDs, air handling units, FCUs, ventilation fans, pressurization and smoke extraction system, ducting, piping, insulation and required electrical works along with panels, cabling/earthing etc.
- System has to be in compliance with international standards and guidelines applicable to healthcare buildings for hospital and the relevant standards for other buildings as applicable. In any case the system will comply with or be better than the applicable national standards/guidelines.
- HVAC system shall provide enough flexibility in operation such that selective areas can be operated and maintained at desired temperatures without compromising on requirements of other areas to economize on the operating costs.
- All the mandatory and prescriptive criteria for GRIHA 5 star (version 3) rating and NABH/JCI requirements shall be included in planning and design of HVAC system.
- System proposed has to be robust, easy to operate and maintain, energy efficient, ensure that areas which have special requirements such as filtration, segregation of return air, need for maintaining pressure differentials should be well taken care of.
- Proper integration with the fire detection and smoke extraction system will be inbuilt.
- Following standards shall be kept in view while designing the system
 - ASHRAE standards and guidelines
 - ISHRAE
 - MCI/DCI/INC etc. standards and guidelines
 - Labs shall be designed as per WHO/CDC/ ICMR guidelines.

- Local by-laws and factory Act.
- Indian Standard Specifications / codes.
- National Building Code 2005.
- Manufacturer's Instructions and guidelines.
- CPCSEA guidelines
- MOH& FW guidelines

8. IBMS

- Building Management system shall be such as to achieve maximum benefits from efficient operation of all plants and machinery and installations without compromising on the operational requirements.
- IBMS shall include but not be limited to Parking Management System, CCTV, Audio System in class rooms, Specialized Electrical Services like Stage Lighting, Access Control System, Boom Barriers, Video Conferencing, Video Projection System etc.

9 Information and Communication Technology (ITC) SERVICES

- Prepare and bring about Information System strategy plan carrying the IT needs of the Institute. Prepare System requirement specifications document including up-gradation/expandability strategies for the future. Carry out the basic and detailed design specifications of the application of IT/computerization system/network related to scope, system architecture and application system. The scope of the services includes but not limited to the following:
- IT services shall include HMIS (Hospital Management and Information System) for Hospital including Data Centre, Computer Hardware & Software requirement for implementation of HMIS. System has to be designed in such a manner that it is possible to integrate all records/information within the campus and also allow for controlled access to a pan India data base
- PACS (Picture Archival and Communication System) for the Hospital and integration with HMIS.
- Development of Computer Network Infrastructure – LAN and Wi-Fi System for Network and Internet facility in the campus (Cable based and Wireless Network both). Cable based Network is also to be used for the HMIS and PACS.
- Queue/Token Management System for OPD and Doctor's room and other investigative services etc.
- Library Management System / Automation
- Education Management System
- Telemedicine

10 PUBLIC HEALTH ENGINEERING

- The Agency shall be responsible, for complete Public Health & Engineering services taking into account various existing topographical, meteorological, hydrological

features etc. and using these to the best advantage.

- The campus shall be designed as a zero discharge campus
- 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 including rain water harvesting system(s). campus should be designed as a zero discharge campus.
 - Other site development works such as garden irrigation system etc.
 - Specialized water supply, drainage of various labs & animal house.
 - ETP/STP/WTP.
 - Soft water supply system.
- System for hot water supply to showers, kitchen and other areas (use of solar water heater shall be incorporated in the design)
- STP, Water Treatment Plant, ETP shall be based on latest accepted technology
- Service shall include, internal and external water supply system including suitable location for Underground tanks, Overhead tank, Water treatment plants, Softener plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated wastewater, hot water supply system consisting of centralized/ Localized hot water supply system (Solar/Boiler/Geyser etc.), RO/ Soft water supply system
- Internal and external Sewer/waste disposal systems including revision if any as per requirement of local authority, resubmission and approval.
- Storm water drainage disposal and storage of rainwater, roof drainage system, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.
- Rain water harvesting system.

11 FIRE FIGHTING & FIRE SUPPRESSION SYSTEM

- Internal and external fire protection and suppression system including hydrant, sprinkler system, CO2 flooding system, pressurization system, fire extinguisher system, UG tanks, fire pump rooms etc. in line with the statutory requirements including revision if any as per requirement of local authority, resubmission and approval.
- Size all equipment required with detailed specifications.
- Obtaining necessary license/permissions from the statutory/local fire authority/bodies etc. as required

12 LAB WASTE MANAGEMENT SYSTEM

- Requirement for Labs & Animal House and the design will be such as to ensure that there is no threat of any infection due to failure of the waste management system. Sufficient safeguards shall be inbuilt in the design
- The work shall include but not be limited to lab/ Animal House Waste Management System in line with the latest guidelines of CPSEA / MCI / CPCB & Ministry of Environment & Forest, Government of India notification or
- Any other specific applicable standards for labs/ CPWD & Animal House and CDC / WHO in case of BSL – II, III and IV labs.
- Obtaining clearances from the statutory bodies

13 ROADS, PATHS, TRANSPORT AND OTHER SITE DEVELOPMENT WORKS

- Design/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 necessary approval, if any.
- Parking lots for different categories of vehicles.
- Traffic flow should be in such a manner that there is little or no conflict and the healthcare and other areas have segregated yet integrated access and egress facility
- Irrigation system for horticulture.
- Water bodies and other similar facilities.
- Recreational facilities like swimming pool etc., sports facilities for students, staff & families residing in the campus.
- Efficient internal transport system to connect all the department from main gate of the Medical College.

14. CONSTRUCTION STAGE ACTIVITIES

14.1 Construction & Commissioning

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

14.2 Construction Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities

- (iv) Review Contractors' work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project and to get the work completed in scheduled time.
- (v) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (vi) To have utility diversion plans prepared by the Contractor and follow up with the utility owners concerned.
- (vii) Review and suggest modifications to the traffic diversion plans prepared by the Contractor during construction period in consultation with the departments concerned.
- (viii) Regular monitoring of the Contractor's equipment, plant, machinery, installations, personnel etc. and ensure the adequacy and safety during execution/construction activities at site in accordance with the terms and conditions of the Contract and in accordance to targets already fixed and to take timely action against the contractor in case of failure.
- (ix) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (x) Interpretation of the technical specifications and Contract documents, wherever required.
- (xi) Inspect the works on substantial completion before taking over and indicate to Employer, any outstanding work to be carried out by the Contractor.
- (xii) To carry out all functions of Engineer-in-Charge as stipulated in the Contract(s) executed with the Contractor(s) or any other agency engaged for the execution of the Project.
- (xiii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xiv) The Agency shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xv) The employer shall have the right to get the inspection of the work executed by the agency through an appropriate third party for quantity and quality check.

14.3 Progress of Works

- (i) Implement a system for monitoring the progress of works.
- (ii) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.

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

14.4 Measurement of works and Payment

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

14.5 Completion Certificate

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

15. MAINTENANCE SCHEDULE

A separate agreement shall be made/ executed by the agency with Employer regarding operation and maintenance of various services and equipment on completion of project for the works not covered in DLP of the contractor/ supplier for the period of 5 years in addition to DLP starting from date when the project is completed. The agency will submit the required maintenance and operation estimates for the works which are not covered in DLP well in time on annual basis for approval by the Employer. The agency will be paid fee at the same rates (same percentage of the estimated amount of maintenance and operation) as approved for main work/ assignment.

- (i) Agency will ensure AMC/CMC for all equipment and machinery deployed by them. The maintenance cost beyond the terms and conditions of procurement will be indicated separately in the DPR
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) Agency shall ensure taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.
- (iv) The agency shall also ensure the maintenance of building constructed for five years after completion of defect liability period by deploying sufficient staff/ experts at site required for the purpose and the cost of maintenance on annual basis for the items not covered under (iii) above will be indicated separately in the DPR and to be got approved from employer well before time.
- (v) Agency shall also ensure the maintenance and operation of equipment and other services such as air conditioning, lifts, fire fighting, plumbing services, medical gas supply, Electrical services, Public Health, landscaping and I.T. for five years after completion of defect liability period by deploying sufficient staff/ experts at site required for the purpose and the cost of maintenance on annual basis for the items not covered under (iii) above will be indicated separately in the DPR and to be got approved from employer well before time.
- (vi) Medical equipment shall be purchased with minimum two years warranty followed by 5 years CMC unless otherwise specified.

16. PROCUREMENT OF EQUIPMENTS & ICT SERVICES

The agency shall ensure the purchase, installation and operation of all the equipment.

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

17. TRAINING AND CAPACITY BUILDING

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

18. MONITORING & REPORTING

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

19. DELIVERABLES AND TIMELINES:

Deliverables: The Agency will ensure to deliver everything as per ToR/Scope of work and as per requirement until or unless specified.

Time Line: As below

Stage	Duration
Master Plan/ Concept Plan	2 month
DPR Preparation and submission for approval	2 months
Bid Process Management	2 months
Construction, Procurement of Medical Equipments, Training and Capacity Building [Processes to run concurrently to the extent feasible	30 months
Total	36 months

Note:- The time taken for the approval of DPR by the competent authority of the client department would be excluded from this timeline.

20. Extension of Time (EOT):

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

ANNEXURES

Annexure - I

STANDARD FORMS OF CONTRACT

Consulting Services

CONTRACT AGREEMENT FOR

Construction of Medical College at Kherki Majra, Sec-102, Gurugram

For Providing Consultancy Services for Preparation of Master Plan, Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and Detailed Engineering, Detailed Project Report, Engaging Contractors for execution, Supervision, Project Management Consultancy Services for the Construction of Shree Sheetla Mata Devi Medical College & Hospital at Kherki Majra, Sector 102, Gurugram, Gurugram on Turnkey Basis as specified in Request for Proposal (from Concept To Commissioning).

between

[Name of the Employer]

and

[Name of the Agency]

Dated:

This agreement (“Contract”) is entered into on this ____ day of ____ , 2018

The Chief Executive Officer, GMDA, Gurugram (hereinafter referred to as “Employer” which expression shall unless repugnant to the context or meaning hereof mean and include its successors or assign) of the First Part; and

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

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

WHEREAS

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

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1: Definitions

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

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

‘**Agreement/Contract**’ shall mean this contract agreement signed by and between Employer and the Agency including all its attached documents, Annexures hereto, technical and financial proposal submitted by Agency, downloaded RFP and any amendments made thereto in accordance with the provisions contained in this agreement.

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

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

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

‘Month’ shall mean calendar month.

‘Project’ shall mean Providing Consultancy Services from Concept to Commissioning of **Construction of Medical College at Kherki Majra, Sec-102, Gurugram, Haryana** as specified in the RFP.

‘Project/Work Contract’ shall mean any/all contract(s) to be entered by the Agency with the contractor/contractors for all civil works, electrical works, PHE works & HVAC works etc. as per provisions specified in RFP.

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

‘Site’ shall mean the place/land where the institute for which the services as mentioned under the scope of work for the Project is to be carried out and the details of which are provided in the RFP. Institute may be located on one or more parcel(s) of land.

Article 2: Scope of Services

- 2.1 Subject to the provisions of this Contract, Agency shall be responsible for discharging the Scope of Services set out detailed in ToR/Scope of work in section 5 of the RFP.

Article 3: Obligations of Agency

3.1 Standard of Performance

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

3.2 Standard of Care

Agency acknowledges the relationship of trust and confidence established between the Agency and Employer by this Agreement. Accordingly, the Agency’s acts shall be consistent with this relationship. The Agency shall always act, in respect of any matter relating to this Agreement,

as an honest and faithful adviser to Employer. The Agency shall at all times support and safeguard Employer's legitimate interests in any dealings with the Contractor or other third parties.

3.3 Personnel, Sub-Agencies

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

3.4 Adherence to Law

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

3.5 Agency Not to Benefit from Commissions Discounts, Etc.

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

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

The Agency shall:

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

3.7 Accounting, Inspection and Auditing:

The Agency shall:

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

3.8 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports and documents prepared by or through the Agency for Employer under this Agreement together with all intellectual property rights therein shall become and remain the property of Employer. The Agency shall, upon termination or

expiration of this Agreement, deliver all such plans drawings, specifications designs, reports, documents etc. to Employer, together with a detailed and proper inventory thereof.

- 3.10 Employer hereby expressly authorizes Agency to conduct the tender process (including but not limited to preparation of tender documents, setting out pre-qualification criteria, invite tenders, evaluate Proposals received), for and on behalf of Employer. Based on work requirements, Agency may decide to split the entire work in to more than one package.
- 3.11 Agency shall provide necessary assistance to Employer in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals / clearances for the Project.
- 3.12 Take all necessary decisions as per the provisions of the Project Contract including approval of any variation / deviation / extra item of work / change in scope of work/ extension of time / price adjustment etc. for the smooth implementation of the project. However, any variation beyond 20% for any individual item of bill of quantities and beyond 15% variation of the Project Contract value shall be referred to the Employer for written approval.
- 3.13 Agency may undertake its obligations either on its own or may appoint any other agencies for the discharge of its obligations. However, appointment of any other agencies shall not relieve the Agency of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 3.14 Issue letter of award and to sign Project Contract with the Contractor.
- 3.15 Approve the concept drawings including other submissions
- 3.16 On completion of the said works, Agency will hand over the said works to Employer. For this purpose all documents required in the form of completion plans, services etc. shall be finalized/prepared by Agency and handed over to Employer.
- 3.17 Final reconciliation of account with Employer shall be done by Agency within three months after the financial liabilities with respect to the said works has been finalized and paid (and also from time to time as and when required by the Employer).
- 3.18 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. Agency will defend the arbitration proceedings as best as it can and challenge the same before court. Any/all expenses borne by Agency by way of litigation cost shall be paid to Agency by Employer over and above Agency's remuneration and as per actual cost incurred. However, for disputes attributable to Agency no payment towards litigation expenses shall be made by Employer.
- 3.19 **Liquidated Damages**
 - (i) The Agency shall be liable to pay the liquidated damages @ 0.25% of the fee for delay of each week of applicable services in completing the same with respect to its stipulated schedule.

- (ii) Notwithstanding anything to the contrary contained herein, in case, the agency fails to successfully implement the project as per the provisions of the agreement, employer shall have the right and be entitled to recover a sum equal to 10% of the agency fee (as specified in **Annexure-3, Part A**), as liquidated damages from the agency. The Parties agree that this is a genuine pre-estimated loss that employer would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the agency's failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to employer under the agreement and applicable laws, including forfeiture of consultancy fee.
- (iii) The agency shall provide liquidated damages clause in their contract with the contractors/sub-agency for recovery @ 1% per week of delay subject to a maximum of 10% of the award value of the work as per CPWD guidelines.
- (iv) If the work is carried out in violation of the approved plan of the project/contract, the agency shall get the same rectified at the cost of the contractor to the satisfaction of the employer.

3.20 Disinvestment

If the CPSU/CPSE/STATE PSU is under the process of disinvestment/strategic sale or otherwise, it shall be incumbent upon the agency to declare this fact and it shall be the responsibility of the concerned Ministry/CPSU/Successor Company under which the Agency is working to ensure the timely completion of work as per the Terms of Agreement with the State Government failing which CPSU/CPSE/STATE PSU shall be liable as per terms & conditions of the Agreement.

Article 4: Obligations of Employer

- 4.1 Employer agrees to provide all the requisite support to Agency to enable carrying out the activities listed under the Scope of Services. Such support by Employer will include sharing of all the information, records, data, reports, all drawings of existing structure and utilities etc. prepared either by Employer, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Employer manpower resources, whenever and wherever required and obtain/accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services.
- 4.2 Handover the Project Site free from encumbrances including but not limited to have the Site vacated from the users / allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.3 For undertaking various surveys and studies, Employer shall provide peaceful access to the Project Site and other facilities, etc. which may be necessary for carrying out the Scope of Services.

- 4.4 Employer shall constitute a Core Group comprising senior officials of associated departments/ agencies for discussions and providing prompt clearances for utility diversion/ traffic diversion Proposals and also day to day administrative decisions for smooth progress of works.
- 4.5 Designate a representative, who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.6 Issue all appropriate necessary request/ letter/ instructions for effective and prompt sanctions, approvals, permissions and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.7 Employer shall deposit sufficient funds as per procurement laws drawn in CPWD works manual in advance in the Project Fund for payments of bills of the Contractor, Agency's remunerations and other expenses related to the Project. After scrutiny of the bill(s), the Agency shall make payments due to the Contractor. The copies of such bills duly certified along with the statement of utilization of Project Fund shall be submitted to Employer on monthly basis by the Agency, If Employer has any observations to make, it shall be conveyed within 10 days from the date of intimation. Employer agrees to accord sanctions and replenish Project Fund with the Agency timely so that the work progress is not hampered.
- 4.8 The agency shall be the first respondent to the Contractor(s) and any other agency(ies) in any dispute/arbitration. The expenditure incurred by Agency in defending the arbitration / litigation cases shall be paid by the Employer as part of project cost, if contingencies so arises.

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

- 5.1 In lieu of the Services rendered hereunder, Employer shall pay the mutually agreed fees to the Agency, as set out in **Annexure 1** ("Agency's Remuneration").
- 5.2 Agency shall draw its due Remuneration from the Project Fund only after written sanction/ approval from employer on satisfactory work done by the agency.
- 5.3 All the applicable taxes shall be borne by the employer or agency as per law unless otherwise specified.
- 5.4 All out of pocket expenses such as travel expenses/commissions etc. shall be borne by the agency.
- 5.5 Payment shall be made to the Agency after due verification by the employer after deduction of taxes as applicable within four weeks.

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

6.1 The Agency shall make all reasonable efforts to have the Project implemented within time period of 24 (Twenty Four) months from the date of commencement of assignment. The agency shall be held responsible for any delay in construction/implementation of the Project, for reasons exclusively attributable to the Agency.

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

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

6.3 The agency shall submit a calendar/work chart for execution of the project in the DPR for approval by the employer (Govt. of Haryana) including all bar charts, completion schedules as required from time to time so as to complete the work in time.

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

Article 7: Dispute Resolution

7.1 In the event of any dispute between employer and agency only of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the Employer. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the sole Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be only at Chandigarh. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent courts at Chandigarh alone to try and adjudicate

upon any matter concerning this Agreement. However, any award passed in pursuance of the arbitration proceedings may be executed by any court of competent jurisdiction anywhere.

- 7.2 It is expressly agreed that the Agency (including its sub-Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Employer and Agency, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the Agency.
- 7.3 In case of dispute between agency and its sub-agency/contractor, agency will be responsible to resolve it amicably or by other means specified in the schedule of agency. Delay in the execution of the project arising out due to this dispute, employer shall be free to levy the LD & recover the same accordingly.

Article 8: Exclusions, Waiver and Amendments, etc.

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

Article 9: Confidentiality

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

Article 10: Non Assignability

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

Article 11: Governing Law

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

Article 12: Force Majeure

- 12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.
- 12.2 In the event of a Party (affected Party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected Party shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the

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

12.3 If the affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:

1. the obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's sub-agency or agent or employees or, which a diligent Party could reasonably have been expected to:

- (i) Take into account at the time of the conclusion of this Agreement and/or;
- (ii) Avoid or overcome in the carrying out of its obligations hereunder.

Article 13: Representations and Warranties

13.1 Representations and Warranties

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

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

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

Article 14: Indemnity

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

Article 15: Notice

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

To Agency:

Attn. :

To Gurugram Metropolitan Development Authority:

Attn. :

Chief Executive Officer

Gurugram Metropolitan Development Authority

Plot No. 44, Sec-32, Gurugram

Phone No. 0124-2746612

E-mail address: se.gmda@gov.in

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

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

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

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

AGENCY'S REMUNERATION

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

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

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

For any additional scope of work, Agency's Remuneration shall be payable at the same rate as agreed for the original scope of work after sanction/approval from the Employer. The decision of Employer would be final and binding on Agency.

B. **Project Cost**

The Project Cost shall cover the following activities:

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

- (x) Cost of testing of materials/ workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
- (xi) Any amount paid /payable to the Contractor(s) towards his claims as considered reasonable by the Agency /Employer.
- (xii) Any amount paid/ payable to the Contractor towards his claims not accepted by the Agency but decided in favour of the Contractor(s) by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Employer/ Agency in the Arbitration or Court proceedings. The amount will however exclude the elements of award of the arbitrator/Court of Law on items which are finally attributed to Gross negligence of the Agency.
- (xiii) Cost of medical equipment procurement, installation and maintenance.

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

Sr. No.	Milestone	% of Fee	Remarks
1	On signing of agreement	02% of fee	
2	i) On approval of Concept Plan, Master Plan, Detailed Architectural design/ Drawings along with geotechnical survey 3% ii) On submission of applications for clearances and approvals from statutory bodies and submission of approved drawings 1% iii) On submission of structural drawings duly proof checked by requisite institute 2% iv) On submission and approval of DPRs along with tender document etc. 12%	18% of Fee	
3	On appointment of Contractor(s) / Placing work order on suppliers	10% of Fee	Payable on pro-rata based on value of Project Contracts awarded as % of the total value of all the Project Contracts to be awarded.

4	During construction	50% of Fee	Payable on quarterly basis progressively on pro-rata basis in proportion to the value of the work executed during that particular period by the agency
5	Training and Operational Capacity Building	08% of Fee	
6	At the time of finalisation of the project which shall be the stage of handing over after defect liability period.	12% of fee	
	Total	100% of Fee	

Note 1: Value of the Fee shall be as provided in Section A above only after written approval/sanction from Employer.

Note 2: The fee for the maintenance services will be payable separately as detailed out in TOR / scope of work in the RFP at the same rates and terms and conditions after start of maintenance phase.