



### **EXPRESSION OF INTEREST**

For Providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT for additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept To Commissioning).

**2022**

## CONTENTS

S.N.	Particulars	Page No.
1	Notice Inviting Proposals	1-5
2	Section 1. Conditions of E-tendering	6
3	Section 2. Part-I-Instructions to Agencies	7-17
4	Section 2. Part-II- Data Sheet	18-21
5	Section 3. Technical Proposal-Standard Forms	22-32
6	Section 4. Financial Proposal — Standard Forms	33
7	Section 5. Terms of Reference	34-45
8	Annexure: Standard Forms of Contract	46-62

# PT.B.D.SHARMA UHS/PGIMS ROHTAK

No. UHSR/Estate/2022/6359


Dt. 22-09-2022

## PUBLIC NOTICE / LONG TERMS TENDER NOTICE

Sr.	Name of Deptt./Board/Corpn.	Name of work/Notice/Tender	Opening Date Closing Date (Time)	Amount/ EMD (approx. in Rs.)	Website of the Deptt.	Nodal Officer /Contract Details / email	Tender Ref. No./ Tender No.
1.	PT.B.D.SHARMA UHS ROHTAK	Long TERM e-TENDER NOTICE Regarding Deployment of Consultancy Agency for providing Consultancy Services for Preparation of concept study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV camera, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to commissioning).	OPENING 27.09.2022 at 3:00 PM CLOSING 27.10.2022 UPTO 1:00 PM.  PRE BID MEETING WILL BE HELD ON 12.10.2022 at 03:00 PM	EMD for Group No.1  ₹1,50,000/-  And E-services fee Rs. 1000/- + 18% GST (Non-refundable)	www.uhsr.ac.in www.etenders.hry.nic.in All instructions are available on these websites	Estate Br. Contact No.2942, 2944 Email: <a href="mailto:estate@uhsr.ac.in">estate@uhsr.ac.in</a>	No.UHSR/Estate/ 2022/ dt. _____

### NOTE:

1. Corrigendum, if any, will not be advertised/published in the news papers but will be available on the website [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).
2. Venue & Time for Pre bid Meeting :  
Group No. 01 : O/o Medical Superintendent, PGIMS, Rohtak on dated 12.10.2022 at 3:00 PM

  
Estate Officer  
For Registrar

24/9/22

Tender Cost:- Rs.5,000/-

Office of the Registrar  
Pt. B.D Sharma, University of Health Sciences, Rohtak

Annexure -I

Sr. No. of Tender	
File No.	
Subject	Deployment of Consultancy Agency for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept To Commissioning).

The Registrar

Pt. B.D Sharma, University of Health Sciences,  
Rohtak - 124001

Dear Sir/Madam,

1. I/We hereby submit our documents against the above cited e-tender for Deployment of Consultancy Agency for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept To Commissioning) for two years which is extendable on quarterly basis to a maximum of another one year subject to satisfactory services at University of Health Sciences (UHS) Campus, Rohtak.
2. I/we have deposited tender fees, EMD/BID security online to Registrar, UHS, Rohtak. Account No.39004947732, IFSC code SBIN0004735, Medical Branch, Rohtak.  
**Note:** e-tender not accompanied with online submission of EMD/Bid security and tender fees before the closing date and time shall be summarily rejected.
3. I/We have gone through all terms and conditions of this e-tender before submitting the same and agreed to all the terms and conditions, stipulated by the Pt. B.D Sharma UHS Rohtak, in this connection.
4. I/We have noted that over written entries shall be treated as deleted unless duly cut & pasted written and initialed.
5. e-Tender should be duly signed (No. thumb impression should be affixed) by the proprietor/ authorized signatory.

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*





No.

Dated:

**NOTICE INVITING E-TENDER FOR DEPLOYMENT OF CONSULTANCY AGENCY**

The Registrar, Pt. B. D. Sharma University of Health Sciences, Rohtak invites sealed e-tender under Two-Bid system from reputed agencies, having capacity to provide Consultancy Services with required number of trained manpower for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning) for a period of two years which is extendable on quarterly basis to another one year, through open tendering system.

Name of work & file reference	Tender Cost (In Rs.)	EMD/Bid Security (In Rs.)
Deployment of Consultancy Agency for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning).	5,000/- (Rupees Five thousand only) and E-service fee Rs. 1000/- + 18% GST (Non Refundable)	Rs 1,50,000/- (2% of the tentative annual consultancy charges)

**Estimated cost of all projects covered under scope of work of consultancy agency is Rs. 50.00 Crore for one year. The cost of projects may increase/ decrease during the tender validity period.**

The e-tender form can be downloaded from e-tender link available on the UHSR websites: [uhstr.ac.in](http://uhstr.ac.in) and from website: [etenders.hry.nic.in](http://etenders.hry.nic.in). The cost of e-tender and Earnest Money Deposit (EMD) have to be deposited online in the SBI Account No. 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak, and Beneficiary Name- Registrar, Pt. B. D Sharma, UHS, Rohtak. Non submission of tender cost and EMD would lead to rejection of the tender.

Last date for submission / receipt of tender(s) is 27.10.2022 up to 01.00 PM and Technical Bids will be opened by the e-Tender Opening Committee in the presence of tenderers or their authorized representatives who wish to be present on 27.10.2022 at 03.00 PM in the O/o



Registrar, UHS, Rohtak. In case any holiday falls on the day of opening, the e-tenders will be opened on the next working day at the same time. The e-tenders received after the above said scheduled date and time will not be considered. No e-tender by fax will be entertained. For more information please log on UHS, Rohtak websites: uhsr.ac.in and etenders.hry.nic.in. The Pre bid meeting will be held on 12.10.2022 at 03.00 PM in the Committee Room O/o Medical Superintendent, PGIMS, Rohtak.

**NOTE:-** It is clarified that no hard copy of the bid document/ supporting documents shall be accepted. Only the documents which have been uploaded on e-portal shall be considered. If any document is found missing from the uploaded document from the website, it will be the responsibility of the bidder.

## 2. Eligibility Criteria:

a) The agency, as sole entity, must:

i) Have an established and demonstrable track record of rendering all of the following services: architectural concept/design for Medical College/Hospital, Project management in construction and procurement services for medical equipment etc. for a project of a reputed Medical College/University of Health Sciences.

ii) Have an experience of providing consultancy services in designing, executing and commissioning of projects of value Rs. 50 crore or above in 500 bedded hospitals in past five years from concept to commissioning including In House Detailed Project Report. Projects of value less than the specified value 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.

iii) Have experience and capacity to engage and co-ordinate a multi-disciplinary team of experts for designing, executing, equipping and commissioning modern infrastructure projects; and iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices and imparting training in operating the services under the project and maintenance of the project after its completion.

3. (i) Bidding Documents can be downloaded online from the portal [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in) by the agencies registered on the Portal.

(ii) Pre-proposal/ Pre Bid meeting will be held on 12.10.2022 at 3.00 PM in the office of the Medical Superintendent, Pt. B.D. Sharma, PGIMS, Rohtak to clarify the issues and to answer questions on any matter that may be raised at that stage.

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

### Key Dates:-

Event	Particulars
Tender Opening Date	27.09.2022 at 3.00 PM
Last date and time for submission of Bid/Proposal	27.10.2022 at 1.00 PM
Date & Time of Opening of Technical Proposal	27.10.2022 at 3.00 PM
Date & Time of Pre-proposal/ Pre Bid meeting	12.10.2022 at 3.00 PM
Contact Person	Estate Officer, UHS, Rohtak
Contact Phone Number & Email	Ph. No.01262- 281603 E mail Id:- <a href="mailto:estate@uhsr.ac.in">estate@uhsr.ac.in</a>



**Note: Technical Bids and Financial Bids are to be submitted mandatorily online and shall not be accepted in any physical form. No bid shall be entertained after the due date and time under any circumstance whatsoever. The bid without EMD and tender fees shall be straightway rejected.**

- 4) The Tenderer should submit his tender in three parts i.e. (i) Bid Guarantee (Earnest Money) (ii) Technical Bid (iii) Price Bid. Each part should be submitted as under: -
  - (i) The Earnest Money Deposit (EMD) & Tender Fees should be submitted in SBI Account No. 39004947732, IFSC Code SBIN004735, Branch Medical College, Rohtak and Beneficiary Name- Registrar, Pt. B. D Sharma, UHS, Rohtak.
  - (ii) Technical Bid should be uploaded with all relevant documents on the e-tender link available on the UHSR websites: [uhsr.ac.in](http://uhsr.ac.in). and website: [etenders.hry.nic.in](http://etenders.hry.nic.in).
  - (iii) Price Bid should be uploaded on the e-tender link available on the UHSR websites: [uhsr.ac.in](http://uhsr.ac.in). and website: [etenders.hry.nic.in](http://etenders.hry.nic.in).
  - iv) Eligibility and qualification of the Agency will be first examined based on the details submitted online under Technical Bid with respect to eligibility and qualification criteria prescribed in this document. The Financial Bid 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) The UHS, Rohtak 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 the UHS, Rohtak in this regard shall be final and binding on all the Agencies.
- 6) The bids will be opened in the presence of the prospective parties on 27.10.2022 at 3.00 PM in the office of Registrar, Pt. B.D. Sharma, UHS, Rohtak.





## Section-1

1. Instructions to Bidder on Electronic E-tendering System. Registration of bidders on e Procurement Portal:-
  - Detailed instructions may be seen under "Help for Contractors" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
2. Information about Digital Certificate.
  - Detailed instructions may be seen under "Information about DSC" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
3. Instructions about Online Payment of E-tender Document Fee/ e-Service Fee / Earnest Money
  - Bidders have to pay Earnest Money Deposit (EMD), Tender Document Fees & e-Service Fees as per detail given in e-tender document. For detailed instructions refer to- FAQ for Online Payment available at Home Page of "NIC e-Procurement portal- <https://etenders.hry.nic.in>.
4. Important Instructions & Help manual for Online bidding:
  - Detailed instructions may be seen under "Bidders Manual Kit" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
5. Other General issues
  - Solutions of general queries may be seen under "1-AQ" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.

### HELP-DESK SUPPORT




6. Office Timings of Help-desk support & Contact Details: -
  - The detail may be seen under "Contact Us" option available on Home Page of NIC Procurement portal i.e <https://etenders.hry.nic.in>.

7. For support related to Haryana Tenders in addition to Helpdesk. -

In addition, For support related to Haryana Tenders in addition to helpdesk you may also contact to following,- Email- ID- [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com) Telephone No.- 0172-2700275





**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) **"Agency"** means any eligible entity as per tender document which submits a Proposal, individually and which upon selection would provide Services to the Employer under the Contract.
- 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 TENDER DOCUMENT 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 tender document.
- e) **"CPWD"** means Central Public Works Department, Government of India. **"HPWD"** means Haryana Public Works Department, Government of Haryana.
- f) **"Day"** means calendar day.
- g) **"Employer"** means the Registrar, Pt. B.D. Sharma, University of Health Sciences, Rohtak
- h) **"Evaluation Committee (EC)"** shall mean the committee constituted by UHSR for the evaluation of the bids/proposals.
- i) **"Government"** means the Government of Haryana.
- j) **"Letter of Award (LOA)"** shall mean the letter issued by the Employer to the successful bidder/Agency inviting him to sign the Contract Agreement.
- k) **"MCI"** means Medical Council of India. / "NMC" means National Medical Commission.





29/08/22  








**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

- l) **"Personnel"** means professional and support staff provided by the Agency or by any sub-agency and assigned to perform the Services/Assignment Job or any part thereof.
- m) **"Project"** shall mean providing consultancy services from concept to commissioning on turnkey basis for construction of various projects in Pt. B.D. Sharma, University of Health Sciences, Rohtak.
- n) **"Services"** shall mean the Comprehensive Design, Engineering, Supervision and other Consultancy Services etc. as specified in tender document to be rendered by the Agency.
- o) **"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 tender document.
- p) **"Start of Work"** shall mean the date of commencement of services by the Agency as specified in tender document.
- q) **"Terms of Reference"** (TOR) means the document included in the tender document which explains the objectives, scope of work, activities, tasks to be performed by the Agency and the deliverables of the Assignment/job.
- r) **"University"** shall mean Pt.BDS University of Health Sciences, Rohtak, Haryana.
- s) **"Project/Work Contract"** shall mean any/all contract(s) to be entered into by the Agency with the contractor/contractors for all civil works, electrical works, PHE works & HVAC works etc as per provisions specified in tender document.

**TOR in this tender 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 Tender Document 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.
- 2.5 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 I Data Sheet.
- 2.6 The Employer will provide at no cost to the selected Agency various inputs and





**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 tender document Documents

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

4 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 be in 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 tender document

## e-tender for Deployment of Consultancy Agency at UHS, Rohtak

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 tender document.

### 6. Bid Security/Earnest Money Deposit EMD

- 6.1 The bidder shall deposit Bid Security i.e. Earnest Money Deposit (EMD) for an amount of Rs.1,50,000/- (Rs. One Lac Fifty Thousand only) in SBI Account No. 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak and Beneficiary Name- Registrar, Pt. B. D Sharma, UHS, Rohtak. The bid security shall remain valid for a period of one year.
  - 6.2 Any tender not accompanied by Bid Security shall be rejected.
  - 6.3 Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No interest shall be payable on the same.
  - 6.4 Bid Security of the successful bidder shall be returned on receipt of Performance Security/ Bank Guarantee in the Department and after signing the contract agreement.
  - 6.5 Bid Security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of Pt. B.D Sharma UHS, Rohtak) during the period of Tender validity.
  - 6.6 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security/ Bank Guarantee within the time as specified by the Department.
- ### 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. **Preparation of Proposal:-** Language : The Proposal as well as all related correspondence exchanged by the Agencies and the Employer shall be written in the English Language.

### 9. Eligibility Criteria:

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 agency and other relevant information including documents in the details provided therein.

Page 10 of 62

  
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**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

- ii) Certificate of Incorporation / Registration.
- iii) Annual reports and audited statement or statements certified by an independent auditor appointed by the company; of accounts for the last five financial years. 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.
- iv) Copy of registration for GST, copy of PAN and EPF.
- v) Copy of tender document & clarification issued by Employer to this tender document, if any, as a mark of acceptance of all conditions of the tender document.
- vi) Power of Attorney in favor of the signatory authority for the purpose of signing bid documents/ proposal.
- vii) A detailed write-up on the Agency'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 Agency's or Authorized signatory.
- b) Each of the pages of the proposal submitted will be signed and stamped by the authority signatory of the Agency's.
- 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 tender document 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 in Indian Rupees (TNR).
- e) Proposal should be complete in all respects and containing all requisite documents/information/data. Only complete proposal shall be accepted and evaluated.

9.2 While preparing the Technical Proposal, Agencies must ensure that alternative professional staff is not proposed and only one curriculum vitae (CV) may be submitted for each position. No change of staff would be allowed without prior approval from the Employer.

9.3 Technical Proposal: Agencies are required to submit Technical Proposal (TP) in forms provided in Section-3. The Part II Data sheet in Section-2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being considered non-responsive. Content of the Technical Proposal is prescribed below:

- a) Form TECH-1 in Section-3 is covering letter accompanying Technical Proposal.





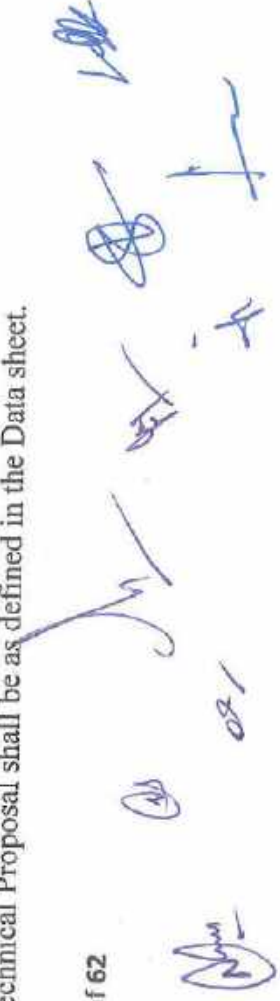
**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

- 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) 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 agency, Presentation shall broadly include as mentioned in FORM TECH-3 and FORM TECH-4.
- g) Power of Attorney/authorization in favour of person signing the Proposal. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 9.4 **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 9.7, associated with the Assignment/job, including costs of the Agency associated with concept, design, construction, procurement services, commissioning, capacity building etc. given to detail in TOR, and all applicable taxes.
- 9.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.
- 9.7 The Estimated cost of various construction projects (EPC) covered under the scope of Consultancy agency for the purpose of this tender document shall be Indian Rupees (INR) Rs. 50.00 Crores/year approximately. The tentative cost has been arrived at for the projects on the basis of estimate of expenditure done by UHSR during past years and on the basis of proposed projects under process of approval. 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 3 of the draft contract.
- 9.8 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.



- 10. 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.
- 11. Currency**  
Subject to provisions of ITA 9.7 above, Agencies shall express the price of their Assignment/job in percentage of the estimated project cost (EPC), which will then be converted to absolute amount in Indian Rupees (INR) for the purpose of evaluation as per ITA 13. Cost of different projects assigned to the agency.
- 12. Submission, Receipt and Opening of Proposals**  
12.1 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 the Section 4.
- 12.2 An authorized representative of the Agency shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 12.3 The Proposals/all documents must be submitted online as per Data sheet by due date and time as prescribed in the notice inviting tender document or any extension to this date in accordance with para 3.2 above. Any Proposal received by the Employer after the deadline for submission shall not be considered.
- 13 Proposal Evaluation**
- 13.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the Agency's Proposal.
- 13.2 The Evaluation Committee (EC) will carry out the entire evaluation process.
- 13.3 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.
- 13.4 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid (Proposal) will remain unopened. The qualification of the Agency and evaluation criteria for the technical Proposal shall be as defined in the Data sheet.

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- 13.5 **Public opening & evaluation of the Financial Proposals:**  
Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the Agencies' representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.
- 13.6 The EC will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.
- 13.7 After opening of Financial Proposals, selection method as described in the Data Sheet: Detailed Evaluation Method shall be applied to determine the Agency eligible for award of Contract. The selected Agency will be invited for negotiations, if considered necessary.
14. **Negotiation of Contract**
- 14.1 Negotiations may be held on the date, time and address intimated to the selected Agency.
- 14.2 **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.
- 14.3 **Financial negotiations:**  
Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the Agency. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 14.4 **Availability of Professional staff/experts:** The Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available.
15. **Award of Contract**
- 15.1 The Employer shall issue a Letter of Award (LOA) to the selected Agency and promptly notify to all other Agencies who have submitted Proposals about the decision taken.
- 15.2 Unless otherwise agreed, the Agency will sign the Contract within 15 days of issuance of LOA.
- 15.3 The Agency is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.
16. **Confidentiality**  
Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract/issue of LOA. The undue use by any Agency of confidential information related to the process may result in the

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rejection of its Proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

17 **Dispute Redressal Mechanism**

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

17.2 If after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted in accordance with the rules of procedure under the Arbitration & Conciliation Act, 1996, and the place for such proceedings shall be only at Rohtak.

17.3 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 **Transparency & Disclosure provision:**

18.1 Employer shall publish the results identifying the Proposal and lot numbers and the following information: (i) name of each Agency who submitted a Proposal; (ii) name and evaluated prices of each Proposal that was evaluated; (iii) name of Agency whose Proposal were rejected and the reasons for their rejection; and (iv) name of the winning Agency, and the price offered, etc.

18.2 After publication of the award, unsuccessful Agencies may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Proposals were not selected. The Employer shall promptly respond in writing to any unsuccessful Agency who, after Publication of contract award, requests a debriefing.

19 **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 (an amount at the rate of 10% of the final approved rate). The Performance Security shall be in the form of Bank Guarantee or Fixed deposit receipts in favor of Registrar, UHS, Rohtak from any nationalized bank or Scheduled bank in India valid up to the completion of projects assigned + 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 for forfeiture of 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-



**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

B. The performance Bank Guarantee shall be released after six months 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 to run all the institutes of campus complete in all respect. The successful bidder will have to deposit additional Bank Guarantee in the same proportion if the cost of projects exceeds the estimated cost of Rs 50 Crores.

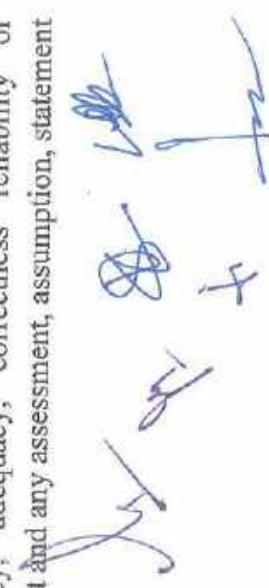
**20 Disclaimer**

20.1 The information contained in this tender document or subsequently provided to applicants, which 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 tender document and such other terms and conditions subject to which such information is provided.

20.2 This tender document is not an agreement. This tender document provides interested parties with information that may be useful to them in formulation of their proposals pursuant to this tender document. This tender document 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 tender document 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 tender document. The assumptions, assessments, statements and information contained in this tender document, 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 tender document and obtain independent advice from appropriate sources. Information provided in this tender document 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.

20.3 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 tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender document and any assessment, assumption, statement

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

or information contained therein or deemed to form part of this tender document or arising in any way in this Selection Process.

- 20.4 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 tender document.
- 20.5 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 tender document.
- 20.6 The employer reserves the right to accept or reject any or all proposal (s) or to annul the tender document 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 agency (s) on the ground of such action.
- 20.7 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.
- 20.8 Any effort by a agency to influence the proposal comparison / evaluation / work award decision by way of overt/covert canvassing shall result in non-consideration / rejection of its proposal.
- 20.9 The Employer reserves the right to change the schedule of dates / time stated in this tender document. Changes, if any, will be displayed on the website of Employer and it shall be the responsibility of the Agency to keep themselves abreast of such updates. As such the Agency are requested to regularly check the website of Employer.
- 20.10 In case of any dispute, jurisdiction of courts in Rohtak will apply.
- 20.11 The responsibility of giving truthful information without concealing any facts is that of the agency (s). In case, at any stage, it is found that any information given by the agency(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 agency from consideration for award of work / blacklisting etc. without incurring any liability to the affected agency(s) on the ground of Employer action.

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Instructions to Agencies (ITA)

Part-II: Data Sheet

<b>Particulars of Data Sheet</b>
Name of the Employer: Registrar, Pt. B.D. Sharma, University of Health Sciences, Rohtak Telephone: 01262-282709 E-mail : <a href="mailto:registrar@uhsr.ac.in">registrar@uhsr.ac.in</a>
Deployment of Consultancy Agency for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning).
Submission of Proposal (Online):- Last Date: 27.10.2022 Time: up to 01:00PM Address: Registrar, Pt. B.D. Sharma, University of Health Sciences, Rohtak.
Opening of Bid will be held on Date: 27.10.2022 Time : 3.00 PM Venue: Registrar, Pt. B.D. Sharma, University of Health Sciences, Rohtak.
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. Visit to site will be allowed with prior permission.
<b>Eligibility Criteria:</b>
a) (i) The agency can submit a proposal, if the agency is a having experience in the Health sector. (ii) The agency shall deposit fee for cost of the tender Rs. 5000/- (Five thousand) only at the time of submission of bids through RTGS/NEFT etc. as per notice inviting tender document and E-service fee Rs. 1000/- + 18% GST, which will be non-refundable (iii) The agency shall deposit Bid security/Earnest Money (EMD) of Rs. 1,50,000/- in prescribed shape as per this tender document.
b) The agency, as sole entity must: i) Have an established and demonstrable track record of rendering all of the services for a project comparable to that envisaged in the tender document; and ii) Have an experience in designing, executing and commissioning of projects of value Rs. 50 crore or above in 500 bedded hospitals in past five years from concept to commissioning including in house Detailed Project Report, Project Management Consultancy. Projects of value less than the specified value 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.

- iii) 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
- iv) Possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the Project and maintenance of the Project after its completion.
- v) Agency should have positive net worth and should have made profit for two consecutive years during last three years.

Other conditions:

- i) Construction will be done as per CPWD/HPWD norms.
- ii) Project will be implemented as per norms of MCI/DCI/INC/ NABH guidelines 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 done on construction of other medical college buildings and furnishing thereof.
- iii) Details of the project in the DPR will be got finalized by Agency from Employer after discussion.

Clarifications may be requested till the date of Pre-Proposal/ Pre Bid meeting.

Date: 15.9.2022

Time : 3.00 PM

The address for requesting clarifications is: Medical Suptd Office

The bid shall remain valid for 180 (one hundred eighty) days after the submission date.

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




'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.

Agency may submit the original and two copies of the Technical Proposal in hard copies as well,

Prior to evaluation of Proposals, Employer will determine whether each Proposal is responsive to the requirements of the tender 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 tender document.
- (b) It is signed and marked as stipulated.



- (c) It contains the information and documents as requested in the tender document in desired format.
- (d) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Employer without much communication with the Agency). Employer reserves the right to determine whether the information has been provided in reasonable detail.
- (e) There are no inconsistencies between the Proposal and the supporting documents.
- (f) Initialed complete bid document/tender document as downloaded.
- (g) It does not contain any condition or qualification, Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected. 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.

Only those Technical Proposals that are found to be responsive as above shall be further evaluated on the following parameters:

S.No.	Evaluation Criteria	Maximum Marks
1	Organizational Strength	20 marks
2	Relevant Experience	30 marks
3	Financial Capability	10 marks
4	Adequacy of the proposed methodology and Work plan including training and capacity development in response to the terms of reference	40 marks
<b>Total</b>		<b>100 marks</b>

Criteria, sub-criteria and detailed marks system for evaluation to be followed under this procedure shall be as per Annexure - 'X'.

Method of Selection:

Selection may be made under Combined Quality cum Cost Based System (CQCCBS). Under this CQCCBS, the technical quality of the Proposal will be given weight age of 60% and the Financial Proposal shall be allocated weightage of 40%.

The Price/financial Proposals of only agencies who qualify technically will be opened i.e. agencies who score minimum 70 marks out of 100 marks as per procedure of evaluation of technical qualification given above.

The Proposal with the lowest cost may be given a financial score of 100 and the other Proposal given financial score that are inversely proportionate to their prices.

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

For working out the combined score, the employer will use the following formula:

Total points =  $T(w) \times T(s) + F(w) \times LEC/EC$ ,

Where T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the Financial Proposal

EC stands for Evaluated Cost of the Financial Proposal

LEC stands for Lowest Evaluated Cost of the Financial Proposal. The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks (H-1) will be considered for award of contract and will be called for negotiations, if required.

Date for commencement of consulting Assignment/job as per ToR by Agency; 21 days after issue date of LOA or as per requirement of UHSR

Total Points =  $\text{technical bid score} \times 0.6 + \text{Lowest cost bid} \times .4$

Individual cost

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**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 Deployment of Consultancy Agency providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning).

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:

*Budhir*

*PS*

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*05*

*M.H. J.E*

*[Signature]*

*[Signature]*

*[Signature]*

## 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]

S.N.	Particulars			
1	Full name of the bidder/ AGENCY			
2	Full address of bidder/ AGENCY			
3	A) Telephone No/ Mobile No			
	Email			
	(B) Fax No.			
4	Names and details of the authorized signatory of this Tender Document (Address, Contract Telephone Number, Mobile Number, Fax No., Email Id)			
5	Has the bidder/Agency 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 Agency	Engineer	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 2021-22		
		FY 2020-21		
		FY 2019-20		

## B Detail of Personnel

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



**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

**C. Agency's Experience**

Using for 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 tender document.

S. N.	Name & address of client department/Employer	Name of project	Exact location/site of project	Approved cost of project (in lakhs)	Date of commencement of project	Timely completion for fixed 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 overall 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 our agency has never been black-listed by Central / State Govt/Agency. It is hereby submitted that all the terms and conditions of this Tender document 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 Agency Stamp








**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, super specialty hospital and Health University requirements.
- Preparation of an equipment brief.
- Highlights of design and design efficiencies.
- Highlights of operational efficiencies in terms of ease and efficiencies of movement of patients, equipment and supplies.
- Detailed engineering brief containing proposed technology and ease of use.
- Provisions for infection control and sequestration of clean areas.
- 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.

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*Dr. Arun*  
*Dr. Arun*



- 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 Agencies. Presentation shall broadly include as mentioned above in this FORM TECH -3 and FORM TECH-4.**

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**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 Tender Document) 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

Page 29 of 62





Annexure 'X'**Technical Proposal Quality Evaluation Criteria****(Total 100 marks)**

S. No.	Description	Marks
<b>A</b>	<b>Organizational Strength</b>	<b>20 marks</b>
(i)	Presence of In-House professionally qualified staff in the PSU in following indicative categories.	
	<ul style="list-style-type: none"> <li>• Civil Engineer <b>10 marks</b></li> </ul>	Civil Engineer (Min. Qualification — B.Tech/ Dip with Min 3 years' experience) <ul style="list-style-type: none"> <li>• &gt;20 : 10 marks</li> <li>• &gt;17&lt;=20 : 9 marks</li> <li>• &gt;13&lt;=17 : 8 marks</li> <li>• &gt;10&lt;=13 : 7 marks</li> <li>• &gt;7&lt;=10 : 5 marks</li> <li>• &lt;=7 : 0 mark</li> </ul>
	<ul style="list-style-type: none"> <li>• Electrical Engineer <b>5 marks</b></li> </ul>	Electrical Engineer (Min. Qualification — B.Tech/ Dip with min 3 years' experience) <ul style="list-style-type: none"> <li>• &gt;2 : 5 marks</li> <li>• =2 : 4 marks</li> <li>• =1 : 2 marks</li> <li>• Nil : 0 mark</li> </ul>
	<ul style="list-style-type: none"> <li>• Architect on roll/on approved panel <b>5 marks</b></li> </ul>	Architect (Min. Qualification — B.Arch. with min 3 years experience) <ul style="list-style-type: none"> <li>• 3 : 5 marks</li> <li>• 2 : 3 marks</li> <li>• 1 : 1 mark</li> </ul>
<b>B</b>	<b>RELEVANT EXPERIENCE</b>	<b>30 marks</b>
i)	Value of projects (each exceeding Rs. 10 crores) in last five years <b>10 marks</b>	i. >133Cr : 10 marks ii. >117cr<=133cr : 8 marks iii. >100 cr<=117cr : 6 marks iv. >83 cr<=100 cr : 4. marks v. >66 cr<=86 cr : 2 marks
ii)	a) Project Management Consultancy and designed a minimum of one (1) project in integrated Super-specialty/multi-specialty state-of-art	i. One project 5 marks ii. Two Projects 10 marks iii. Three or more 15 marks Projects

**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

<p>hospital projects of 500-bed capacity or more and one project in a medical college for minimum 150 under graduate (MBBS seats) with a Project Cost of Rs. 20 Crore or more commissioned during last 10 (Ten) years. <b>15 marks</b></p> <p>b) Procurement services of Medical &amp; Information and Communication Technology (ICT) Equipment/ Machinery for project value not less than Rs. 3.33 crore each <b>5 Marks</b></p>	<p>i, One project 3 marks ii, Two Projects 4 marks iii, Three or more 5 marks Projects</p> <p>Details of projects to be furnished by the Bidder in a separate Annexure to be enclosed separately with this.</p>
<p><b>C</b></p> <p><b>Financial Capability</b></p> <p>i) Profit</p> <p>Company/CPSU/PSU should be profit making in last 3 years (PAT)</p>	<p><b>10 marks</b></p> <p>Average Annual profit in the last 3 years</p> <p>i. &gt; 2.66 Cr. : 10 marks ii. &gt;1.59 Cr. &lt;=2.66 Cr. : 8 marks iii. &gt;1.06Cr. &lt;= 1.59 Cr. : 6 marks iv. &gt;.53 Cr. &lt;=1.06 Cr. : 5 marks v. &lt;= .53 Cr. : 4 marks</p>
<p><b>D</b></p> <p><b>Approach and Methodology</b></p> <p>Agency's approach and Methodology to perform the present Consultancy assignment/job based on the TOR</p> <p>40 marks</p>	<p><b>40 marks</b></p> <p>Mark to be allotted by Evaluation Committee on the basis of presentation made by the AGENCY on the following parameters:</p> <p>i. Understanding of the Terms of Reference : <b>5 marks</b> ii. Architectural Vision : <b>10 marks</b> iii. Technical approach and methodology : <b>5 marks</b> iv. Work plan including timelines: <b>4 marks</b> v. Maintenance of quality: <b>5 marks</b> vi. Steps to be taken for timely completion of the project, Plan B or alternate methods to complete the project in any eventuality: <b>4 marks</b> vii. Organization and staffing including suitability of the Key personnel for the Project : <b>7 marks</b></p>
<p align="center"><b>Total (A to D)</b></p>	<p align="center"><b>100 marks</b></p>

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Section 4  
Financial Proposal - Forms

FORM FIN-1

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 Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking, from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning).

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 tender document in ITA 9.7. This is inclusive of all applicable taxes.

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, as per tender document.  
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 9.7, associated with the Assignment/job including costs of the Agency associated with concept, design, construction, procurement services, commissioning, capacity building etc., given in detail in TOR, and applicable taxes.


## Section 5

### Terms of Reference

#### Detailed Scope of the Assignment

All buildings shall be sustainable, energy efficient and use space optimally. The entire campus should be designed as a zero discharge campus. Projects should be designed so as to leave enough space for future expansion. The university complex shall be designed contextual with locale, modern, sustainable, energy efficient buildings in accordance with standard and best practices guidelines. The Agency will perform the following complete Services for the Projects under this Agreement:

- (i) From design to actual construction, supervision, maintenance of equipment, machinery and building etc. and training.
  - (ii) Develop 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.
  - iii) Obtain approval of Concept Plan from Employer and proposed methodology for execution of work having regard to various facilities already operating at site.
  - iv) 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.
  - v) 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.
  - vi) Preparation of Detailed Project Report (DPR) in consultation with the officials of University of Health Sciences, Rohtak (Nodal Officer of the Project), Preparation of submission plans for approval of various statutory authorities after approval of the concept plan and DPR.
  - vii) Volumetric study and Urban form recommendations including pedestrian/vehicular movement and parking.
6. **Detailed Design Stage**  
The Agency shall provide the following:-
- 6.1 **Designing of Plan**  
The objectives of Plan shall include:





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- 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.

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- 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/HPWD 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.

### **6.2 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.

### **6.3 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.

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- 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, ward 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 live saving 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

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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-304/316/3166. Equipment shall be of European CE/US FDA certified).

#### 7.4

##### **Medical Gases Manifold System**

Medical Gases Manifold System (MGMS) shall be as per NFPA99C/HTM (2-01/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.

#### 7.5

##### **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, SS table and sink, banmarie, deep freezer, refrigerator etc. (Kitchen shall have good ventilation system, with plumbing, drain, electrical works and fire-fighting system)

#### 7.6

##### **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.

#### 7.7

##### **Bio Medical Waste Management System (BWMS)**

- The architectural designing/construction should ensure segregation of clean and dirty and treated waste spaces in first instance

**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

- 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.

**7.8 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

**7.9 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. functional and economical point of view (fully air-conditioned Institutional areas & Hospital except residential areas).

**8. HVAC SERVICES**

**8.1 General**

- All HVAC services will be planned and executed detailed complete in all respect for Central and/or individual air-conditioning system 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

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**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

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

**9. IBMS**

- Building Management system shall be such as to achieve maximum benefits from efficient operation of all plants and machinery and installation 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.

**10. 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.

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*Dr. J. K. Singh*





- 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.

### 12. 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

### 13. 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/HPWD & Animal House and CDC/WHO in case of BSL-II, III & IV labs.
- Obtaining clearances from the statutory bodies.

### 14. 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 the entire department from main gate of the University.

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## 15 CONSTRUCTION STAGE ACTIVITIES

### 15.1 Construction & Commissioning

Agency shall be responsible for facilitation in executing and commissioning the work and shall be responsible for getting the project facility constructed as per approved designs. In this regard, the Agency shall coordinate with the executing agencies and various engaged contractors/ suppliers.

### 15.2 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) Review Contractor's work programme, suggest modifications, if any, and help UHS authorities to 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 help UHS, Rohtak authorities to 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) To coordinate with the Executing Agency for ensuring 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) To coordinate with the Executing Agency for ensuring that the Contractor 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) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.

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### 15.3 Progress of Works

- (i) To coordinate with the Executing agency to implement a system for monitoring the progress of works.
- (ii) To coordinate with the Executing agency for ensuring systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (iii) To coordinate with the Executing agency in maintaining an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) To coordinate with the Executing agency in investigating and initiating 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) To coordinate with the Executing agency for submitting method statement of the work indicating timelines for award of various sub works.

### 16. TRAINING AND CAPACITY BUILDING

To coordinate with the Executing Agency for 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. Transfer of relevant knowledge/soft skills, SOPs, templates in relevant aspects of project implementation, particularly contract management of goods and services.

### 17. DELIVERABLES AND TIMELINES:

**Deliverables:** 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
Submission and approval of Concept Plan	1 month
DPR along with BOQ Preparation. Their submission & approval from the University authorities and the statutory bodies.	3 months
<b>Total</b>	<b>4 months</b>

**Note:- The time taken for the approval of DPR by the competent authority of the UHS, Rohtak would be excluded from this timeline.**

### 21. Extension of Time (EOT):

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



**ANNEXURE**

**STANDARD FORMS OF CONTRACT**

**Consulting Services**

**CONTRACT AGREEMENT  
FOR PROVIDING CONSULTANCY SERVICES FOR  
CONSTRUCTION OF VARIOUS WORKS IN UNIVERSITY OF  
HEALTH SCIENCES, ROHTAK**

For Providing Consultancy Services for providing Consultancy Services for Preparation of Concept Study and Planning, Detailed Architectural Planning, Drawings, Structural Design and drawings with proof checking from any IIT, additional modifications in existing structure and Detailed Engineering, Detailed Project Report, Supervision, Project Management Consultancy Services, fire alarm system, fire fighting system, HVAC, automation of various engineering services, Horticulture, CCTV Cameras, obtaining various statutory approvals from concerned department, for the University of Health Sciences, Rohtak as specified in Expression of Interest (from Concept to Commissioning).

**Between**

[Name of the Employer]

**and**

[Name of Agency]

**Dated:**

*Rohtak.*

*[Handwritten signatures and dates]*  
Date: *15/05/2017*  
*[Signature]*  
*[Signature]*



This agreement ("Contract") is entered into on this day the \_\_\_ day of \_\_\_, 2022

Between Registrar, Pt.BDS UHS, Rohtak (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 e-tender 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.

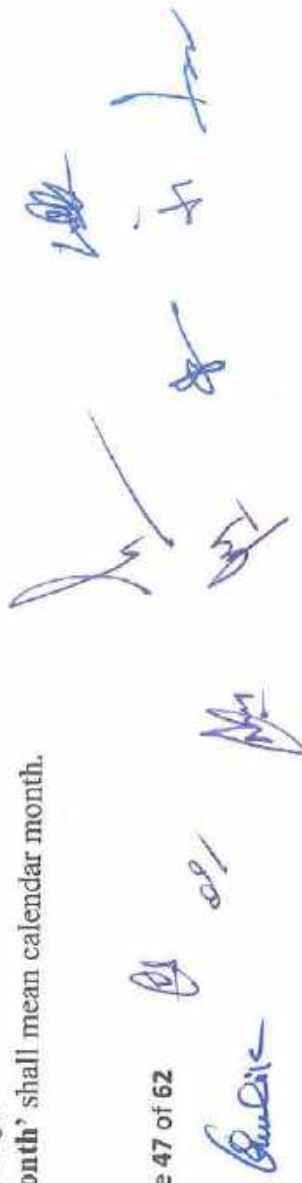
'Agreement/Contract' shall mean this contract agreement signed by and between Employer and the Agency including all its attached documents, Annexures hereto, technical and financial proposal submitted by Agency, downloaded Tender Document and any amendments made thereto in accordance with the provisions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

'Contractor' means any agency or agencies appointed, 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.



e- tender for Deployment of Consultancy Agency at UHS, Rohtak

'Project' shall mean Providing Consultancy Services from Concept to Commissioning of the project/projects/assigned to agency by University of Health Sciences, Rohtak, Haryana as per Tender Document.

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

'Project Fund' shall mean the Project account to be operated and maintained by executing 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 are to be carried out and the details of which are provided in the Tender Document. 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 in Annexure 1.

**Article 3: Obligations of Agency**

**3.1 Standard of Performance**

The agency shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be employed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the project at all stages of the project. The agency further covenants with Employer to furnish its best skills, 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 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 at all times perform its responsibilities hereunder in the best interest of Employer. Any discounts or commissions obtained by the Agency in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of the employer.

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

The Agency shall coordinate with the Executing agency for ensuring following on the part of contractors/ vendors:-





**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

- (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 form the expiration 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-

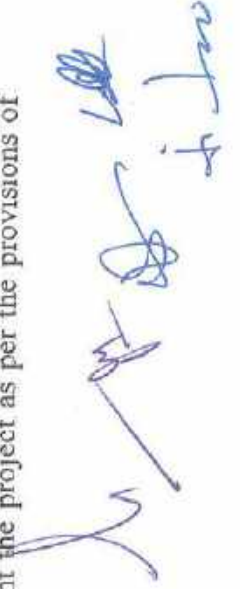
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**e-tender for Deployment of Consultancy Agency at UHS, Rohtrak**

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 executing agency and handed over to Employer through the agency.
- 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 as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.
- ii) Notwithstanding anything to the contrary contained herein, in case, the agency fails to successfully implement the project as per the provisions of



**e- tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 for recovery @ 1% per week of delay subject to a maximum of 10% of the award value of the work as per CPWD/HPWD 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.

**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 ensure expeditious execution of the Scope of Services.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Employer shall deposit sufficient funds as per procurement laws drawn in CPWD/HPWD 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

*Shudic*      *or*      *Mr. J. S. J.*      *Mr. J. S. J.*



**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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)/executing agency 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 3 ("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 agency as per law.
- 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 be hired for providing consultancy services for 2 years plus one year. The agency shall make all reasonable efforts to have the Project implemented within time period of 36 (thirty six) 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 fulfill 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

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 (UHS authorities) including all bar charts, completion schedules as required from time to time so as completing 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 hire another agency for the remaining areas/services and the agency shall be liable to the employer for any excess costs for such similar services, if any.

6.5 In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the Employer. The arbitration proceeding 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 Rohtak. 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 Rohtak 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.

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

**Article 7: Exclusions, Waiver and Amendments, etc.**

7.1 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.

7.2 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

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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.

7.3 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.

7.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

7.5 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.

7.6 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.

**Article 8: Confidentiality**

8.1 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 9: Non Assignability**

9.1 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 10: Governing Law**

10.1 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 Rohtak. 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 11: Force Majeure**

11.1 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

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 even shall be extended on a day for day basis for the period during which the Force Majeure even continues.

11.2 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.

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

- i. 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;
- ii. 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 12: Representations and Warranties**

**12.1 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





**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 13: Indemnity**

13.1 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 14: Notice**

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

To Agency:

Attn. : To Pt. B.D. Sharma, University of Health Sciences, Rohtak, Haryana  
Attn. : Registrar,

Pt. B.D. Sharma, University of Health Sciences, Rohtak, Haryana  
Phone No. 01262-282709

E-mail address: [registrar@uhsr.ac.in](mailto:registrar@uhsr.ac.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 e-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.

<b>Signed on behalf of Agency by:</b> Signature : _____ Name : _____ Position : _____	<b>Signed on Behalf of Employer by:</b> Signature : _____ Name : _____ Position : _____
<b>Witnessed by:</b> Signature : _____ Name : _____ Address : _____ Date: _____	<b>Witnessed by:</b> Signature : _____ Name : _____ Address : _____ Date: _____

Annexure 1

SCOPE OF SERVICES

Scope of Services of the Agency:

The Agency will perform the Services for the Project under this Agreement as detailed out in the ToR/ Scope of work Section-5 of Tender Document.

    
     
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**PROJECT DURATION**

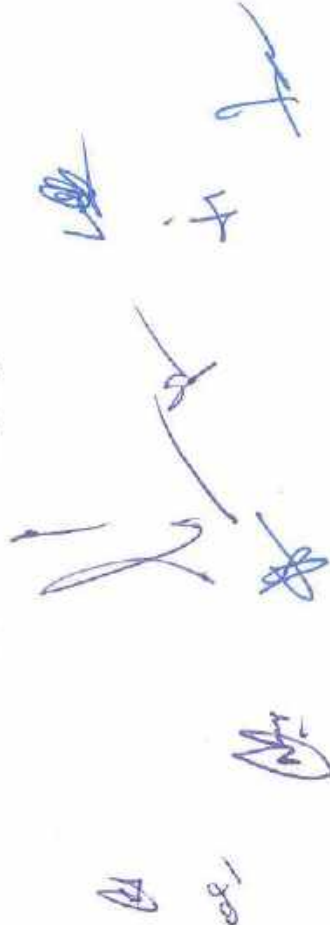
1. The Project duration shall be as mutually agreed upon with executing department commencement by the contractor hired by the executing department (Excluding the time taken for the approval of DPR from the competent authority of the client/ department).
2. Construction work shall be carried out in accordance with the implementation schedule as defined in the Project Contract with the Contractor/s.
3. Employer shall hand over the Project Site free of encumbrances, in line with the agreed implementation schedule of the Project.
4. Agency shall make earnest efforts to get approvals from statutory bodies by having close follow-up/ monitoring process without any delay and by taking timely action, within a shortest possible time so as to ensure to achieve the targets of completion of works in time schedule already fixed.
5. In case of any delay in completion of the Project due to reasons that are attributable to the Agency, the Agency shall be liable and responsible.
6. Agency shall provide a Construction schedule to Employer from time to time in coordination with executing agency in the form of a bar chart and such other relevant means clearly highlighting the crucial activities and requiring special attention etc. etc.

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### AGENCY'S REMUNERATION

Agency shall be entitled to receive percent of the Estimated Project Cost (EPC) indicated in the tender document. 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. 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. The Project Cost on basis of which the Consultancy charges will be paid, 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.
- (i) Cost of HVAC, Sanitary, Fire detection, Fire Alarm & Fire Fighting, security systems, interior works etc.
- (ii) Cost of shifting /cutting of affected trees and landscaping works including cost of replanting trees etc.
- (iii) Cost of any other works that may be considered necessary action for successful accomplishment of the Project.
- (iv) Cost of Survey work, Soil tests/geo-technical investigations, design audit by third party.
- (x) 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.





e- tender for Deployment of Consultancy Agency at UHS, Rohtak

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

S.N.	Milestone	% of Fee	Remarks
1	On approval of Concept Plan, Detailed Architectural design/ Drawings along with geotechnical survey. On submission of applications for clearances and approvals from statutory bodies and submission of approved drawings, On submission of structural drawings duly proof checked by requisite institute, On submission and approval of DPRs along with tender document etc.	40% of Fee	
2	On appointment of Contractor(s) / Placing work order on suppliers	10% of Fee	Payable on quarterly basis progressively on pro-rata basis in proportion to the value of the work executed during that particular
3	During construction	30% of Fee	Payable on quarterly basis progressively on pro-rata basis in proportion to the value of the work executed during that particular
4	Training and Operational Capacity Building	08% of Fee	
5	At the time of finalization of the project which shall be the stage of handing over after defect liability period	12% of Fee	
	<b>Total</b>	<b>100% of Fee</b>	

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**e-tender for Deployment of Consultancy Agency at UHS, Rohtak**

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 tender document at the same rates and terms and conditions after start of maintenance phase.

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- A signature above the date.
- The date **29/08/22**.
- A signature to the right of the date.
- The word **Rohtak** written vertically.
- A signature below the word "Rohtak".
- A signature to the right of the word "Rohtak".
- A signature below the word "Rohtak".
- A signature to the right of the word "Rohtak".
- A signature below the word "Rohtak".
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