

MINISTRY OF HEALTH & FAMILY WELFARE

**“Request for Quotation from empanelled PSUs for
Upgradation of Medical Colleges under PMSSY
Phase-IV”**

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA
NOTICE INVITING 'REQUEST FOR QUOTATION' (RFQ)**

No. MoHFW/Upgradation/RFQ/1/2017

Dated 05.05.2017

Ministry of Health & Family Welfare, Government of India invites **Request for Quotations** from previously shortlisted CPSUs for the Upgradation of Medical Colleges under PMSSY Phase-IV under 'Pradhan Mantri Swasthya Suraksha Yojana' (PMSSY). The CPSUs must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to CPSU's should have been terminated during last three years on the ground of unsatisfactory performance. The contract of Executing Agency for Up-gradation of Medical Colleges under Phase-IV of PMSSY shall be awarded to the lowest Bidder offering the bid in conformity with the requirements of these specifications and documents. More than three works under Phase-IV shall not be awarded to one agency. Bidders shall fill their preferences along with their bid offer as per Annexure-C. In case bidder is L-1 in more than three locations, their bid shall be considered for first three preferences shown in their bid.

Name & description of work	Bid Security	Date of sale of RFQ documents online	Last date of Submission
RFQ No. MoHFW/Upgradation/RFQ/1/2017 Comprehensive Planning, Designing, Execution of Construction of Buildings and Estate services, Commissioning including maintenance during defect liability period and of facilities & services created, for upgradation of medical colleges Phase-IV including preparation and development Master Plan for the campus, preparation of Preliminary Drawings, Preparation of Preliminary Estimates, DPR, carrying out detailed Architectural & Engineering designs, Execution of Works, commissioning the facility.	Rs.1 lakh	From 05.05.2017 to 15.05.2017 up to 14:00 hrs.	15.05.2017 up to 15:00 hrs.

The scope of the work shall not be limited to comprehensive architecture design for but include getting various clearances for the project, awarding tender for construction, contract execution monitoring & supervision of construction work, usage of standards software for project management, ensuring successful completion and commissioning of project.

The cost of RFQ documents is Rs.5000/-. Shortlisted CPSUs may please log on to MOH&FW website <http://www.mohfw.nic.in> and PMSSY portal <http://pmssy-mohfw.nic.in> from 05.05.2017 for detailed NIT, for downloading bid documents, details of submission & other tender details. Pre-bid meeting will be held on 09.05.2017 in the Room of Under Secretary PMSSY, Room No. 112- D, MoHFW, Nirman Bhawan, New Delhi- 110011 at 15:00 Hrs.

The submission of bid is to be physically submitted to the office of Under Secretary, MoHFW, Room No. 112-D, Nirman Bhawan, New Delhi, as described in detail in RFQ documents.

MoHFW reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through above websites as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Under Secretary (PMSSY)
Ministry of Health & Family Welfare,
Government of India,
Room No.112-D, Nirman Bhawan,
New Delhi-110011
Email- vinod.k70@nic.in
Tele:- 011-23061213

INSTRUCTIONS TO BIDDERS

1. Sealed offers, under Single Bid system, in the prescribed forms are invited, from following agencies/institutes for doing work as Executing Agency for Up-gradation of Medical Colleges under Phase-IV at various locations under the scope of services in this bid document:

2. **Signature of bidder**

An authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid.

3. **Preliminary Costs.**

All costs of preparing the proposals, providing services efficiently including site visits, required testing of material in his presence, all consumables etc. shall be borne by the bidder.

4. **Price Bids:**

The bidders are required to quote fee for the items of schedule of quantity inclusive of all prevailing taxes, levies but excluding statutory service tax for the work of Executing Agency for the Up-gradation of Medical Colleges under Phase-IV in the prescribed format given in **Annexure –C** The statutory service tax, as applicable, shall be reimbursed separately, on actual basis on submission of proof of the same having being paid by the bidder.

5. **Duties and Taxes**

No claim on account of any duties, taxes, and other levies payable by the bidders in respect of the transaction between the bidders and sub-Consultant/other agencies will be entertained by MoH&FW.

6. **Validity**

The offer shall remain valid for a period of ninety days (90) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

7. **Submission of Bids**

Proposals should be submitted in Single Envelope namely

‘Request for Quotation’ for “Up-gradation of Medical Colleges under Phase-IV.

The above envelope should be addressed to the Under Secretary (PMSSY), MoH&FW, Nirman Bhawan, New Delhi-110011.

RFQ can also be seen online on the website Tender Notice Information System website **http: <http://pmssy-mohfw.nic.in>**

The RFQ, as per Annexure-C, should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the Executing Agency for completing the job. The price bid shall also include the cost of all visits to be made for Up-gradation of Medical Colleges under Phase-IV to site of work. The cost of office expenses stationary, travelling, attending meeting and related expenses shall also be deemed to be included in the financial bid. **The quoted fee will be for Executing Agency for doing all the works relating to Up-gradation of existing Medical Colleges under Phase-IV of PMSSY.**

- 8. Award of Contract-** The contract of Executing Agency for Up-gradation of Medical Colleges under Phase-IV of PMSSY shall be awarded to the lowest Bidder offering the bid in conformity with the requirements of these specifications and documents. More than three works under Phase-IV shall not be awarded to one agency. Bidders shall fill their preferences along with their bid offer as per Annexure-C. In case bidder is L-1 in more than three location, their bid shall be considered for first three preferences shown in their bid
- 9.** Up-gradation of Medical Colleges under Phase-IV of PMSSY has to be carried out for the whole work including all subheads/contracts etc. but excluding medical equipment that will be installed at site. The work may be getting executed under one contract or there may be more than one contracts at a location and the Up-gradation of Medical Colleges under Phase-IV of PMSSY is to examine the work for all the contracts, except for those involving supply of Hospital equipment, to ensure quality of works.
- 10.** The duly filled offer documents shall not be deposited by post are courier service and all participating bidders shall submit the same by hand delivery in the tender box of O/o the Under Secretary (PMSSY), MoH&FW, Nirman Bhawan, New Delhi-110011.
- 11.** Offers received after the deadline of submission will not be accepted and shall be returned to the bidder unopened.

Notice Inviting RFQ from empanelled CPSUs

General Terms of Contract

1.1 Definitions

- (a) “Contract” means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications made in accordance with the provisions of this agreement thereof (*between the MoH&FW and the Executing Agency*) in accordance with the provisions of this agreement.
- (b) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause 4.1
- (c) ‘Service Charges’ shall mean the agreed fees payable by the MoH&FW to the Executing Agency for the services rendered by it as detailed under clause 3 hereto.
- (d) ‘Party’ shall mean either the MoH&FW or Executing Agency and the parties shall mean both the MoH&FW and the Executing Agency.
- (e) “Services” means the work to be performed by the Executing Agency, as described in Annexure ‘A’ attached hereto.

1. Introduction

(A) The up-gradation of medical colleges under **Pradhan Mantri Swasthya Suraksha Yojana’ (PMSSY). The CPSU’s must not be blacklisted or debarred by any Govt. at time of submission of bid and work** broadly involves strengthening of the existing departments as well as building Super Specialty Block /Trauma Centres or other necessary facilities as Centres of Excellence etc. However, the up-gradation process will vary from one institution to another as per the specific local needs. The facilities to be augmented as added during up-gradation will be decided after proper gap analysis involving all stakeholders.

(B) RFQ are invited for up-gradation of following Government Medical Colleges:-

State		GMCIs
Gujarat	1	GMC, Bhavnagar
Madhya Pradesh	2	GMC, Indore
Odisha	3	GMC, Cuttack
Rajasthan	4	GMC, Jaipur
Uttar Pradesh	5	GMC, Kanpur
	6	GMC, Agra

Bid for each location shall be mentioned separately by empanelled CPSUs in format given in ‘Annexure-C’. Bid can be given for one or more locations.

(C) The tentative construction cost of each GMC is given in Annexure-D

2 Scope of Work :

2.1.1 Detailed Architecture, Design and Engineering

A – 1.1 Detailed Architectural, Design and Engineering consultancy

- (a) The Executing Agency shall provide the designing services including Preparation of detailed drawings depicting interior layouts and schematics with all specifications viz. Architectural, Electrical, for various areas required to undertake the construction of the project out of the following field/ services any / all of which may be required for the project.
- i. Concept plan in consultation with MoH&FW and preparation of Detailed Project Report.
 - ii. Architecture Planning and Design.
 - iii. Structural Design.
 - iv. Electrical systems including power distribution and complete internal and external lighting, fire detection and alarm systems, intercom system, acoustic and public address system, closed circuit television, channel music and other electrical /electrical control and display systems including metering facilities, generators, U.P.S. stabilized power conditioners, Air conditioning, Lifts etc.
 - v. Sanitary, Water supply and sewage, plumbing and firefighting system including fire protection, STP, ETP, etc.
 - vi. Signage, Graphic and landscaping, roads, drainage, culverts, hard standing/pavements etc.
 - vii. Any or all services not specifically mentioned herein but required for the proper and successful completion of the project in accordance with international standards or Bureau of Indian Standards (BIS), including, furniture, hard and soft furnishing, Water Treatment/Purification Systems, solar water heating system, medical gases etc.
- (b) Executing Agency shall prepare preliminary designs, cost estimates, tender drawings, detailed cost estimates, NIT documents, drawings depicting interior layouts and schematics with all specifications viz. Architectural, Electrical, for various areas required to undertake the construction of the project.
- (c) Executing Agency shall prepare drawings including all necessary architectural and engineering details to suitable scale, to enable the contractors to prepare shop drawings, bar bending schedules, etc. and all such other details of works as are required for execution of the project and modify the same if so decided by any authorized officer of MoH&FW . Thereafter Executing Agency shall be responsible for ensuring construction generally as per the approved drawings and make minor modifications/ improvements in design, if required, as per the actual requirements at site.
- (d) Executing Agency shall ensure the all drawing/ designs are prepared in accordance with the relevant bye-laws of local Authority, Indian Electricity Rules and Indian Standard specification as amended up to date or as per sound engineering practice and shall be responsible to ensure the structural stability and efficiency/adequacy of various other services and utilizes to be designed by Executing Agency.

- (e) Executing Agency shall get the designs, plans and architectural/engineering details of the project approved by the local Authorities, shall make all additions, alterations as may be required in the designs, calculations. Necessary assistance, if required will be provided by MoH&FW in expediting the clearances. However, responsibility to get clearance will rest with executing agency.

A – 1.2 Project Management Services

- (a) Executing Agency shall undertake the Complete Project management including supervision of the construction work relating to Upgradation of the Government Medical Colleges/Institutes
- (b) Executing Agency shall undertake Preparation of detailed Estimates containing detailed specification and quantities of various items on the basis of specification and schedule of rates maintained by CPWD.
- (c) Executing Agency shall accord Technical sanction of detailed Estimates to be accorded by competent authority so as to ensure that proposals are structurally sound and the Estimates are accurately calculated based on adequate data. The Technical Sanctioning authority shall be responsible for technical soundness of the estimate as well as the quantities of items of the BOQ.
- (d) Executing Agency shall undertake preparation of Tender documents by following the Volume I (Instructions to bidders), Volume II (General Conditions of Contract) in accordance with CPWD norms. The remaining tender documents shall be prepared by the Executing Agency by following provisions of CPWD works manual, CPWD Schedule of Rates, CPWD Specification and up to date Contract & Manual circulars issued by CPWD. Any deviation from the above to be got approved from MoH&FW.
- (e) Executing Agency shall undertake processing of call, receipt, scrutiny, processing and evaluation of bids as per procedure laid down in CPWD works manual. This shall include preparation of proper justification based on prevalent market rates and coefficients as per CPWD Analysis of rates.
- (f) The designate accepting authority of Executing Agency as per their delegation of power shall consider the recommendation of tender committee, constituted by Executing Agency and decide on the tender.
- (g) Agreement with the Contractor will be signed by the designed officer not below the level of E-5 Level of the Executing Agency whichever is higher. He will also be Engineering in charge for the contract
- (h) Competent authority to sanction deviation/variation in items of tender schedule (for total deviation/variation up to 25 % of tendered cost) shall be designate authority of executing agency who shall be at least one rank above the rank of Engineer in charge. However the total revised cost of contract shall not exceed the total sanctioned estimate cost of the project.
- (i) Sufficient number of technical and other staff as per requirement of work will be deployed by the Executing Agency for complete management of contract as per terms & conditions of the contract including Monitoring the quality, workmanship in accordance

with specifications, progress of work as per milestones and completions per time schedule. Minimum manpower requirement is as under:-

- (i) One number Chief Project Manager/ official of the level of E-5.
- (ii) Executing Engineer of E-4 level

Civil- 2 Nos.

(E & M)- 1 No.

(iii) In addition, adequate number of supporting officers like JE, Supervisors etc, and the staff as required depending on progress of work should be deployed at site to assist the officer mentioned at (i), (ii) above.

The above manpower will normally be posted at site. It may be reduced or withdrawn only with prior permission of MoHFW. Also, IT engineer, Architect and Biomedical Engineers for the project shall be deployed by Executing Agency for this project on need basis. List of these personals with names and testimonials shall be submitted to MoHFW before signing of Contract agreement. Failure to deploy above mentioned personnel without approval of MoHFW will invite penalty @ double the rate of salary (basic + DA) at minimum of the scale as prescribed by Govt. of India from time to time. Prolonged non availability of required staff even after two reminders from MoHFW can lead to termination of contract besides any other measures as deemed fit.

- (j) Executing Agency shall be responsible to impose Liquidated Damages or any other action in terms of Contract in case agency in not performing well for timely completion of work as per quality and other norms laid down in tender documents
- (k) Monthly running bill(s) for the work done at site or supplies or deliveries etc. made will be obtained by the Executing Agency from the agency (ies) and the former would be responsible for their checking in accordance with contract and timely payment to the contractor.
- (l) MoH&FW will appoint third party for quality audit assurance of works executed by executing agency. Executing agency will provide access to TPQA for inspection of site, material, specifications and other documents as required for checking quality assurance. The deficiencies brought out by TPQA shall promptly got attended by Executing Agency and compliance report shall be submitted to MoH&FW. Any dispute between Executing Agency and TPQA shall be brought before MoH&FW and decision of MoH&FW will be final and binding on Executing agency and TPQA.
- (m) Executing Agency shall undertake Preparation of detailed design and Structural Drawings for Civil Construction Works including all services.
- (n) Executing Agency shall finalize, in consultation with the MoH&FW, the schedule for the entire project giving all specific activities and time frames for completion of the project in the shortest period.

- (o) Executing Agency shall undertake Settlement of all contractual disputes with the Contractor/ Supplier including arbitration, if any as well as attend meeting in connection with any dispute or payment of awards of Arbitration.
- (p) Any other additional responsibility that may be entrusted by the MoH&FW to the Executing Agency with respect to the project.
- (q) The Executing Agency shall ensure that there is no budget over run.
- (r) The Executing Agency shall keep accounts and records for inspection and audit for entire codal life of document after the competition of project. Codal life of document will be as adopted in CPWD guidelines.
- (s) Executing Agency shall ensure that the works are completed in all manners as per the quality, standards and within the budgeted cost and Time. “ Liquidated damages at the rate of 0.5% of the consultancy fees per month subject to a maximum of 5% of service charge shall be imposed on the Executing Agency in case of failure that can be attributed directly on them on following grounds:-
 - A. Delay in implementation of the project as per schedule.
 - B. Failure on the part of the Executing Agency to furnish to the MoH&FW of the following document /information:-
 - (i) Detailed Project Report
 - (ii) Evaluation reports/Recommendation, including tender documents.
 - (iii) Cost Analysis Report.
 - (iv) Project schedule finalized with the selected bidder.
 - (v) Monthly and quarterly project progress report including the planned activities, ongoing activities and completed activities during the period within 15 days of completion of the specified period.
 - (vi) Monthly Statement of Accounts including funds received from Ministry and payments released to the Contractors.
 - C. Failure to make Timely payment to Construction agency or to any on other sub-Contractors within stipulated time.
 - D. Failure on the part of Executing Agency to show diligence in Timely reporting/MIS.
 - E. Delay in achieving milestones as under:-

The tentative time schedule for completion for these projects shall be as 21 Months

S.No.	Activity	Target
1	Preparation of master plan	D+2 MONTHS
2	Preparation and approval of DPR	D+2 MONTHS
3	Technical Sanction of detailed estimates and floating of tender	D+ 3 MONTHS
4	Award of Work	D+ 5 MONTHS
5	Commissioning of work	D+ 21 MONTHS

“D“ is the date of award of work

In case of delay in milestones on account of Executing Agency, penalty at rate of 0.5% of the agreed payable to the agency, shall be levied for each, month subject to a maximum of upto 5% of the total service charge to be paid to executing agency. Decision of MoHFW shall be final and binding this regard.

(t)

- i. In order to make the building and services functional, Executing Agency shall be responsible to engage agencies and award the additional works as per requirement after taking approval from MoH&FW.
- ii. Executing Agency after completion of project shall make a list of inventories and hand over the same to concerned govt. medical institution and copy to MoH&FW.
- iii. Executing Agency shall ensure representation at site to attend the defects during defect liability period.
- iv. Executing Agency shall get the required completion certificates/NOC from all statutory agencies / local bodies before occupation of the building.

(u) The Executing Agency shall nominate a nodal officer from their Headquarter to coordinate with Ministry for the Project.

(v) Executing agency shall ensure strict compliance of GFR and CVC guidelines. Also a suitable check list in this regard shall be maintained by the executing agency which will be available to MoH&FW for inspection as and when desired by MoH&FW.

(w) If MoH&FW finds services of any officials appointed by executing agency in the project unsatisfactory, MoH&FW reserves the right to remove such official from the project and executing agency shall be bound to accept the decision of MoH&FW

(x) Executing agency shall follow guidelines of e-tendering as provided in CPWD works manual.

2.2 The estimated cost of construction works for Upgradation of each of the Government Medical Colleges/Institutes under Phase-IV of PMSSY shall be as per the approved DPR.

2.3**Responsibility MATRIX of project**

.No	Activity	Prepared By	Approved by
1	Preparation of master plan, preliminary drawings its approval.	EA	MOHFW and State Govt.
2	Preparation and approval of DPR, Administrative Approval and Expenditure Sanction	EA	MOHFW
3	Detailed Estimates and Technical Sanction	EA	EA
4	Floating and Award of Work	EA	EA
5	Contract Execution and Commissions	--	EA
6	Handling over Infrastructure	EA	Concerned GMC

3. Service Charge**Services charges**

Service charges as accepted by MoHFW in its letter of award shall be paid to Executive agency as per schedule given in Letter of Award of this document. Payment would be released as per the milestone progress as provided in clause-10.

Service Tax

This amount as applicable shall be reimbursed by MoHFW on production of relevant documentation by EA of having paid to the concerned authorities

4. Commencement, Duration and Modification**4.1 Commencement**

The Executing Agency will commence the work within in one week of award of Letter of Award to them. Completion of project will be 21 months and defect liability period will be twelve months from date of commissioning of project.

4.2 Duration

“The Contract Agreement shall be valid till one year after completion of construction work including defect liability period and services and payments of remuneration and reimbursable expenditure have been made under this agreement, unless terminated earlier pursuant to clause 12.1 and 12.2 of the agreement. This will include rectifications of defects, handing over of completed works to concerned institutions and resolution of dispute, if any.”

4.3. Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, pursuant to this clause, each party shall be given due consideration to any proposals for modification made by the other party.

5. The representations, warranties and responsibilities of Executing Agency

5.1 The Executing Agency represents and warrants to the MoH&FW that Power, Capacity and Authority

It has full power, capacity and authorize to execute, deliver and perform this agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance of this agreement and that it is fully empowered to enter into and execute this agreement, as well as perform all its obligations hereunder:-

5.2. On execution of this agreement and during the time it is enforced, the Executing Agency agrees that it shall be responsible to and shall carry out assignment as per Annexure 'A' in accordance with higher standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent herewith and shall also do the following:-

- (i) Shall take out, carry and maintain insurance as applicable.
- (ii) Shall keep Accounts and Records for inspection and auditing upto codal life of documents after completion of projects.
- (iii) Submit for approval checklist of activities requiring MoH&FW's approval; and
- (iv) Prepare documents for upgradation project, which shall be the property of the MoH&FW.

5.3 The Executing Agency represents that none of its Directors, Officers, Employees are in close/blood relations with any MoH&FW employees/officers. In case of such relationship arising in future during the course of this agreement, the Executing Agency shall immediately inform the MoH&FW and seek instructions as to future course to eliminate any conflict of interest.

6. General Conditions

6.1 Law governing the Contract

This contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of Union of India.

6.2 Indemnifying the MoH&FW by the Executing Agency

The Executing Agency shall indemnify the MoH&FW against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Executing Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to the Government in consequence to any action or suit being brought against the Executing Agency for anything done or committed to be done in the course of the execution of this agreement including losses/damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Executing Agency will abide by the job safety measures prevalent in India and will free the MoH&FW from all the demands or responsibilities arising from accidents or loss of life of the cause of which is the Executing Agency's negligence. The Executing Agency will pay all indemnities arising such incidents without any extra cost to the MoH&FW and will not hold the MoH&FW responsible or obligated.

6.3. Indemnification of Executing Agency by MoH&FW:

The Executing Agency shall take necessary Insurance for any eventualities. They shall not set up any claim on the act of God/nature.

The MoH&FW undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Project Executing Agency, Contractors, Sub-Contractors, vendors and specialist/Contract employees associated with them for the performance neither of service nor for any family of any person.

6.4 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the MoH&FW and the Executing Agency. The Executing Agency subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

Executing Agency shall notify the Government of any material change in their status and their shareholdings or that any guarantor of the Executing Agency in particular where

such change would have an impact on the performance of obligation under this agreement.

- 6.5. The Executing Agency shall not claim any additional charges for postage, couriers, conveyance, TA/DA and other expenses under any head beyond the fees agreed.

7. Obligation of Executing Agency

7.1. Performance

- 7.1.1. The Executing Agency shall perform the tasks/services as per Annexure 'A' in accordance with the generally accepted professional standards & practices, sound management principles, employ appropriate technology, safe and effective equipment and submit report to the committees as directed by the MoH&FW.
- 7.1.2. The Executing Agency shall always act in respect of any matter relating to this contract or to the services as faithful advisers to the MoH&FW and shall at all times support and safe guard the MoH&FW 's legitimate interest in any dealings with third parties.
- 7.1.3. The Executing Agency is obliged to act within its own authority and abide by the directives issued by the MoH&FW. The Executing Agency is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, if any.
- 7.1.4. The Executing Agency shall hold the MoH&FW interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.
- 7.1.5. The Executing Agency shall not assign this contract or sub contract or any portion of it without the prior written consent of MoH&FW.
- 7.1.6. The Executing Agency shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and MoH&FW shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.
- 7.1.7. Any trade commission discounts or similar payments received against the Project fund utilization under this contract shall be passed on to the MoH&FW Account.

7.1.8. Executing Agency shall follow the provisions of GFRs and also guidelines posted at Ministry of Finance website (www.finmin.nic.in) from time to time.

7.1.9. The Executing Agency would be fully accountable for management of the contract executed between Executing Agency and contractual agency.

7.2. Insurance by the Executing Agency

During the performance of services hereunder, the Executing Agency shall take out, carry and maintain insurance as applicable from those listed below:

7.2.1 Insurance against fire, theft, damages and loss of all property owned by the Executing Agency at the construction site, if any.

7.2.2. Group Personnel Accident Insurance covering the Executing Agency's employees, operating from the site as per the Executing Agency's established practices.

7.2.3. Automobile liability insurance covering all vehicles owned by the Executing Agency at the Project site in accordance with the Motor Vehicles Act.

7.2.4. Relevant insurance cover which will be in force until the date of successful completion of the Project for all buildings, imported and indigenous equipment, machinery and material and also for storage-cum-erection including third-party liabilities.

7.2.5 Workman's compensation insurance, covering employees/contract workers of the Executing Agency covered under Workman Compensation Act.

7.2.6. Any other insurance cover which may be required to be under the law or on any other account.

7.3. Performance Security

The Executing Agency shall submit a performance guarantee equivalent to 5% of the Consultancy fees within one month of the signing of the Agreement. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

8. Obligation of MoH&FW

8.1. Assistance and Exemption

The MoH&FW warrants that they shall provide the Executing Agency, and its personnel with work permits and such other documents as shall be necessary to enable the Executing Agency to perform the work.

8.2. Services, Facilities and property of the MoH&FW

The MoH&FW shall make available services, facilities and data described in Annexure 'C' free of charges to the Executing Agency for the purpose.

8.3. Duties and Responsibilities

The MoH&FW, if finds it necessary to postpone or cancels the assignment and/or shortens or extends its duration, they shall give Executing Agency 90 days of written notice of such changes.

9. Confidentiality

Executing Agency agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclose to any person without the written permission of MoH&FW.

10 Mode of payment & Submission of bills:

A. DESIGN & DETAILED ENGINEERING (Building & Services)

(a) Preparation and approval of DPR alongwith A.A. & E.S.	10% of X
(b) Preparation of detailed estimate and T.S., Preparation of BOQ and floating of tender	15% of X
(c) Award of all tenders for construction project	15% of X
(d) Completion of Foundation works upto plinth level	10% of X
(e) Completion of structures including finishing works	15% of X
(f) Completion of internal/external services including utilities	15% of X
(g) Completion of Testing and Commissioning of Building works, services & utilities	15% of X
(h) On successful handing over (Acceptance by MoH&FW)	5% of X

Where 'X' is total service charge to be payable to executing agency as per LOA issued to them by MoHFW.

Service tax on Service fee as applicable shall be reimbursed on submission of relevant voucher by Executing Agency.

Funds as per above milestone shall be requisitioned by Executing agency by submitting the certificate by their competent authority (which shall be at least one rank above Engineer in charge) regarding completion of respective stages/milestones as mentioned.

- 10.1 The Executing Agency shall open, maintain and operate a separate bank account for each project of upgradation of Medical College/Institute under PMSSY Phase IV. Any fund received from MoH&FW shall be deposited in these bank account(s). MOHFW shall make initial deposit of Rs 20 Lakh in this project fund.
- 10.2 On approval of the DPR, MoH&FW shall make an initial deposit amounting to 10% of the sanctioned cost of construction as per the approved DPR in the respective Bank account for each Institute. Further Project fund amounting to 10% of the contract value will be deposited by MoH&FW in these account(s) immediately after award of work by Executing Agency.
- 10.3 Project Payment to Contractor shall be based on the terms of agreement to be executed between the respective agencies and the Executing Agency
- 10.4 Based on actual progress of the project, the Ministry will release project funds in advance to the Executing Agency so that the balance in the Project Fund account for each institute does not fall below 10% of the tender cost. The Executing Agency would release payments to the contractor against the RA bills raised by the contractors.
- 10.5. The utilization certificate/Statement of Expenditure will be submitted by the Executing Agency while seeking further release of Project Funds or on bi monthly basis, whichever is earlier.
- 10.6. Any interest earned on the deposit received/advance drawn from the Govt. of India either by the Executing Agency or the contractor shall be added to the deposit received/advance drawn from Govt. of India.

11. Liability of the Executing Agency

The Executing Agency shall be liable to the MoH&FW for the performance of the services in accordance with provisions of this contract and for any loss suffered by the MoH&FW as a result of a default of the Executing Agency liability of Executing Agency shall be as per actual, subject to the following.

- (a) If Executing Agency engages some sub agents to perform the contract, then Executing Agency will be liable for their act or omission or neglect and
- (b) The Executing Agency shall not be liable for any loss or damage caused by or arising out of circumstances over which he has no control but not caused due to negligence or misconduct by or on behalf of the Executing Agency.

12. Termination

12.1 By the MoH&FW

MoH&FW may, without any prejudice to any other remedy for breach of agreement, by not less than 90 days written notice of termination to the Executing Agency, terminate this agreement in whole or in part if,

- (a) The Executing Agency fails to provide any or all of the services within the period (s) specified in the agreement or within any extension thereof granted by MoH&FW in pursuant to the condition of agreement or fails to remedy a failure in performance of his obligations hereunder within such period as the MoH&FW may have approved in writing.
- (b) The Executing Agency become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) The Executing Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 13.
- (d) The Executing Agency submits to the MoH&FW a statement which has a material effect on the rights, obligations, or interests of the MoH&FW and which the Executing Agency know to be false.
- (e) If the Executing Agency, in the judgment of the MoH&FW has engaged in corrupt or fraudulent practices in executing the agreement.
- (f) The MoH&FW, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

12.2 By the Executing Agency

Executing Agency may, by not less than 90 days written notice sent to the MoH&FW , terminate this agreement if,

- (a) The MoH&FW fails to pay any money due to the Executing Agency pursuant to this contract, which is not subject to dispute within forty five (45) days after receiving written notice from the Executing Agency that such payment is overdue and payable.
- (b) The MoH&FW is in material breach of its obligations pursuant to this contract and has not remedied the same with in forty five(45) days (or such longer period as the Executing Agency may have approved in writing) following the receipt by the MoH&FW of the Executing Agency's notice specifying such breach.

12.3 Payment upon termination

Upon the termination of this contract pursuant to clause 12.1 or 12.2 hereof the MoH&FW shall after adjusting dues, if any recoverable from the Executing Agency make the payment to the Executing Agency

In the event of termination Executing Agency shall be paid for the services rendered for carrying out the assignment to the date of termination

12.4. Force Majeure

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's

control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 15 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

12.5 Consequences of termination

In the event the MoH&FW terminates agreement in whole or in part pursuant to conditions of agreement in Clause 12.1 the MoH&FW may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Executing Agency shall be liable to the MoH&FW for any excess cost for such similar services. However, the Executing Agency shall continue the performance of the agreement to the extent not terminated and the Executing Agency shall have no claim to compensation for any loss that he may thus incur on account of the action of the MoH&FW

In case of termination during the agreement period, the MoH&FW will have the right to retain the documents prepared by the Executing Agency during the agreement period, for facilitating up gradation of the medical institutions and the Executing Agency shall have no right to use the same in any other application without the permission of the MoH&FW. The decision of the MoH&FW in this regard will be binding on the Executing Agency. The performance guarantee will also be forfeited in case of termination by the MoH&FW.

13. Dispute Resolution:

In event of any dispute or difference, relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole "Arbitrator" in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996, shall not be applicable to the arbitration under this clause. The award of Arbitrator shall be binding upon the parties to the dispute, provided,

however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law & Justice, Government of India. Upon such references the dispute shall be decided by the Law Secretary or Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of the arbitration as estimated by the Arbitrator.

14. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to the following address:-

For the MoH&FW

**UNDER SECRETARY
THE MINISTRY OF HEALTH AND FAMILY WELFARE
NIRMAN BHAVAN,
NEW DELHI – 110 011**

For the Executing Agency

Authorized signatory duly authorized vide resolution no..... date.....of its Board of Director.

For Executing Agency

IN WITENESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized corporate officers and affix the common seal in the presence of the following witness on the day and year first above written.

Signed and delivered for and on
Behalf of

Signed and delivered for and on
behalf of

MINISTRY OF HEALTH &
FAMILY WELFARE
NIRMAN BHAWAN,
NEW DELHI.

(for and on behalf of the President of India)

Executing agency

In the presence of

WITNESS

In the presence of

WITNESS

15. Integrity pact: Refer Annexure-E.

DESCRIPTION OF SERVICES

Role of Executing Agency

1. Site Survey, Soil investigation etc.
2. Preparation of masterplan and taking its approval from State Govt. and MOHFW.
3. Preparation of DPR for entire project and taking its approval from MoHFW.
4. Taking all mandatory clearances for local bodies, environment etc.
5. Floating of Tender and award of work.
6. Contract and execution with contractor and commissions.
7. Project management and contract management by standard software like Primavera as per CPWD manual.
8. Assisting TPQA in quality assurance check and attending deficiencies brought out by them.
9. Maintenance of erected assets during defect liability period and its handing over to concerned GMC
10. Maintain site office and arrange for inspection of MoHFW Officials.

ROLE OF MINISTRY OF HEALTH AND FAMILY WELFARE

1. Nomination of a coordinator at MoH&FW and at the respective Medical Institutes who shall liaise with Executing Agency during execution of work.
2. Furnish the Executing Agency with necessary data, specification and other necessary documents related to the tasks to be carried out by Executing Agency
3. Release of funds to Executing Agency as per MOA.
4. Giving Administrative approval & Expenditure sanction to Executing Agency for the work.

Schedule of Work

Name of Work:- Providing Comprehensive Planning, Designing, Construction & Maintenance of upgradation of Medical Colleges Phase-IV

S.No	Description of Item	Qty	Rate	Amt.	Preference
1	RFQ No. MoHFW/Upgradation/RFQ/1/2017 Comprehensive Planning, Designing, Execution of Construction of Buildings and Estate services, Commissioning including maintenance during defect liability period at following places and of facilities & services created, for upgradation of medical colleges Phase-IV including preparation and development Master Plan for the campus, preparation of Preliminary Drawings, Preparation of Preliminary Estimates, DPR, carrying out detailed Architectural & Engineering designs, Execution of Works, commissioning the facility. a) At Bhavanagar b) At Indore c) At Cuttack d) At Jaipur e) At Agra f) At Kanpur	1 Job 1 Job 1 Job 1 Job 1 Job 1 Job			

Note:-

1. Rate should be quoted as total lump sum service charges for entire project. It should be quoted in both words & figures).
2. Bid can be given for one or more locations.
3. Agency should mention the preference of work according to their choice.

Signature with Seal of Bidder

Full Name _____
Designation _____
Address _____
Tele Nos: (O) _____ (R) _____
E-mail: _____
Fax No: _____

Tentative Estimated Cost

SL No.	State	Location	Tentative Estimated Cost
1.	Gujarat	GMC Bhavnagar	100 Crores
2.	Madhya Pradesh	GMC Indore	92 Crores
3.	Odisha	GMC Cuttack	90 Crores
4.	Rajasthan	GMC Jaipur	90 Crores
5.	Uttar Pradesh	GMC Agra	110 Crores
6.	Uttar Pradesh	GMC Kanpur	105 Crores

INTEGRITY PACT

To,

.....

*(Designated authority of
CPSU as per
their delegation of power)*

Sub: Submission of Request for Quotation from empanelled PSUs for Upgradation of Medical Colleges under PMSSY Phase-IV.

Dear Sir,

I/We acknowledge that the(CPSU) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the(CPSU). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the CPSU)

Seal

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20....

BETWEEN

Under Secretary (PMSSY, MOHFW) , represented through, The Designated Authority of the(MOHFW) as Department of Ministry of Health & Family Welfare, Government of India (Hereinafter referred as the 'MOHFW', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the CPSU)
Through..... (Details of duly authorized signatory).....
(Hereinafter referred to as the "CPSU" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the **MOHFW** has floated the Tender (NIT No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Request for Quotation from empanelled PSUs for Upgradation of Medical Colleges under PMSSY Phase-IV hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the MOHFW

- (1) The MOHFW commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the MOHFW, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The MOHFW will, during the Tender process, treat all Bidder(s) with equity and reason. The MOHFW will, in particular, before and during the Tender process,

provide to all CPSU(s) the same information and will not provide to any CPSU(s) confidential / additional information through which the CPSU(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

Article 2: Commitment of the CPSU(s)

(1) It is required that each CPSU (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) CPSU commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The CPSU will not, directly or through any other person or firm, offer, promise or give to any of the MOHFW's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The CPSU will not enter with other CPSU(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The CPSU will not commit any offence under the relevant IPC/PC Act. Further the CPSU(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the MOHFW as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The CPSU of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly CPSU(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The CPSU will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The CPSU will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The CPSU will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The CPSU will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the CPSU either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the MOHFW after giving 14 days' notice to the contractor shall have powers to disqualify CPSU from the Tender process or terminate/determine the Contract, if already executed or exclude the CPSU from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the MoHFW. Such exclusion may be forever or for a limited period as decided by the MOHFW.

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

Article 4: Previous Transgression

- (1) The CPSU declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or

with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- (2) If the CPSU makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the CPSU as deemed fit by the Principal/ Owner.
- (3) If the CPSU can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the CPSU may, at its own discretion, revoke the exclusion prematurely.

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

- (1) The CPSU undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The CPSU shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The MOHFW will enter into Pacts on identical terms as this one with all CPSU.
- (3) The MOHFW will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of MOHFW)

.....
(For and on behalf of CPSU)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :