

MINISTRY OF HEALTH & FAMILY WELFARE

**“Request for Proposal for Appointment of CPSU as
Executing Agency for
Planning, Designing, Construction, Furniture,
IT (Networking) & Maintenance
Under EPC Contract Mode
of All India Institutes of Medical Sciences located
at Madurai (Tamil Nadu)”**

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA**

NOTICE INVITING 'REQUEST FOR PROPOSAL' (RFP)

No. MoH&FW /Z-28016/168/2018-PMSSY-III/ RFP /1/ 2019

Dated: 21 .02.2019

Ministry of Health & Family Welfare, Government of India invites **Request for Proposals** for appointment of CPSU as Executing Agency from previously shortlisted CPSU's for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance under EPC Contract Mode during defect liability period of the buildings being created for AIIMS Madurai (Tamil Nadu) under 'Pradhan Mantri Swasthya Suraksha Yojana' (PMSSY). The CPSU's must not be blacklisted or debarred by any Govt. at the 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 CPSU's are required to submit an under taking in this regard.

Name & description of work	Bid Security	Date of sale of RFP documents online	Last date of Submission
Complete Planning, Designing, Execution / Construction of Buildings and Estate services, Furniture, IT (Networking), Commissioning including maintenance (during defect liability period) etc under EPC Contract Mode as per scope of work given in Tender Documents for All India Institute of Medical Sciences planned at Madurai, Tamil Nadu.	Rs 55 lakhs	From 21.02.2019 to 28.01.2019 up to 12:00 hrs	28.01.2019 upto 12:00 hrs

The scope of the work shall include, but not be limited to, Selection of Architectural and design consultant for architecture design through competitive bids, getting various clearances for the project, awarding tender for construction (under EPC Contract Mode, contract execution monitoring & supervision of construction and allied work mentioned above, usage of standards software for project management, ensuring successful commissioning of project.

The cost of RFP documents is Rs.7,500/-. Shortlisted CPSUs may download the document form from PMSSY portal <http://pmssy-mohfw.nic.in> from 21.02.2019 and submit the bid along with the document fee and bid security amount separately in the form as permitted in GFR. DD / Bank Draft should be made payable to PAO, Secretariat, Ministry of Health and Family Welfare, New Delhi. The bid shall be opened on 28.01.2019 at 15:00 hrs in Room No.304-D, 3rd Floor, Indian Red Cross Society Building, New Delhi. Pre-bid meeting for queries will be held on 26.02.2019 at 10.00 am.

MoH&FW reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly visit the above website for any corrigendum / amendments etc., if any, as the same will be notified on these websites only and no separate press advertisement / communication will be made for this.

Under Secretary to the Govt. of India,
PMSSY Division,
Ministry of Health & Family Welfare,
Government of India,
Room No.304,3rd Floor,
Indian Red Cross Society Building, New Delhi-110001
Tele:- 011-23350006

NOTICE INVITING RFP FOR EMPANELMENT OF CPSU AS EXECUTING AGENCY

RFP is invited by the Under Secretary (PMSSY), MoH&FW, Government of India, on behalf of President of India for selection of CPSU as Executing Agency for the work: Setting up of AIIMS at Madurai, Tamil Nadu from CPSU which have been empanelled by MoH&FW for new AIIMS.

1. DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- (a) “Contract” means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (*between the MoH&FW and the Executing Agency*).
- (b) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause 7.1
- (c) ‘Service Charge’ shall mean the agreed fees payable by the MoH&FW to the Executing Agency for the services rendered by it as detailed under clause 6 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 Clause 4 hereto and in Annexure ‘A’ attached hereto.
- (f) MoH&FW means Ministry of Health and Family Welfare.
- (g) Executing agency shall mean the CPSU selected by MoH&FW to execute the project.

2. INTRODUCTION

The Government of India has approved a project for establishment of new AIIMS in Madurai, Tamil Nadu at a total cost of 1,264 Crore (One thousand Two Hundred and Sixty Four Crore only) under Pradhan Mantri Swasthya Suraksha Yojana (PMSSY). The construction component of project to be executed by CPSU as Executing Agency will be tentatively Rs 892 Crores Only.

Establishment of new AIIMS involves creation of Hospital, Trauma Center facilities, Medical College, residential complexes and allied facilities / services, broadly on the pattern of AIIMS, New Delhi and other six new AIIMS taken up under Phase-I of PMSSY. The objective is to establish the new AIIMS as Institution of National Importance for providing quality medical education, and also to provide tertiary health care facilities to the people of Madurai and nearby region.

The proposed institution shall have a Hospital with capacity of 750 Beds which will include Emergency / Trauma Beds, AYUSH Beds, Private Beds and ICU (Specialty & Super Specialty Beds). In addition, there will be a Teaching Block, Administration Block, AYUSH Block, Auditorium, Night Shelter, Guest House, Hostels and residential facilities with all services. It will spread over 201.75 acres land at Madurai (Tamil Nadu). For setting up of envisaged facilities, only limited area as per requirement needs to be developed to economize on the cost.

3. OBJECTIVES:

- 3.1 MoH&FW intend to avail the service support from the CPSUs to work as Executing Agency on its behalf.
- 3.2 The broad objectives of engaging the Executing Agency/CPSU's is to ensure.
- i) High standards of planning, designing, execution and commissioning of the projects as per the requirements
 - ii) High standards of quality assurance in the execution of the works;
 - iii) The completion of the works within the stipulated time frame;
 - iv) The comprehensive supervision of Project implementation activities including, designing, construction and handing over the project to MoH&FW and its maintenance till defect liability period to be carried out by different contractors;
 - v) The efficient construction supervision by personnel who are experienced in modern methods of construction, supervision and contract management; and
 - vi) The application of reasonable and consistent design, construction and contractual resolutions of the contracts.
 - vii) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of the MoH&FW.

4. SCOPE OF WORK:

- 4.1 The proposed facilities at AIIMS-Madurai (in brief) is as given below:-

A	Buildings
	HOSPITAL
1.	Hospital Building + Basement/ Hospital including AYUSH (750 Beds)
2.	Animal House + Service Block
3.	Night Shelter (250 persons)
4.	Guest House (14 rooms)
	INSTITUTIONAL
5.	Teaching Block (100 MBBS Students)
6.	PG Students
7.	Nursing College (60 students) (to be run in Medical College building)
8.	Auditorium (4500 sqm)
9.	Admin Block
	RESIDENTIAL
10.	Director's Bungalow (Type VII)
11.	Type-6 (1 Block of 6 Units each)
12.	Type-5 (1 Block of 24 Units each)
13.	Type-4 (1 Block of 21 Units each)
14.	Type-3 (1 Block of 18 Units each)
15.	Type-2 (1 Block of 108 units each)
16.	PG Hostel- 312 Capacity
17.	UG Hostel-Girls (1 Block – 240 students)

18.	UG Hostel-Boys (1 Block – 240 students)
19.	Working Nurses Hostel (For 150 Nurses)
20.	Nursing Student Hostel (for 288 Students)
21.	Dining Hall 955 Capacity + Kitchen
22.	Convenient Shopping Complex & Restaurant
B	SERVICES
a)	External Development - including Roads, Path, Pavements, Culverts, drainage, Rain water Harvesting , Landscaping , External Electrification and standby electricity, water supply - distribution, fire fighting , fire alarm & detection system etc
b)	HVAC, Sub-station, LV system, etc. elevators, lifts, etc.
c)	Underground & Over-head water tanks including Fire Tanks
d)	STP & ETP
e)	MGPS, MoT, Kitchen & Laundry (For Kitchen & Laundry, only physical space needs to be created)
C.	FURNITURE
	Both fixed & loose type (except residential areas and Hospital Beds)
D	IT (NETWORKING) & TELEPHONES
	Note: The provision for residential accommodation for different categories included in the above estimates may be reviewed during detailing as per actual requirements.

The tentative Bed Distribution in Hospital (Department-wise) is as under:-

DEPARTMENTS	BEDS
SPECIALITY DEPARTMENTS:	
Surgical & Allied Specialities	120
• General Surgery	60
• Orthopaedics	30
• Ophthalmology	15
• Oto-rhinolaryngology	15
Medicine & Allied Specialities	165
• General Medicine	60
• Paediatrics	60
• TB & Respiratory Diseases	-
• Dermatology	15
• Psychiatry	30
Obstetrics & Gynaecology	75
• Obstetrics	30
• Gynaecology	30
• NICU	15
Sub-total	360
SUPER SPECIALITY DEPARTMENTS:	
• Cardiology	15
• Cardio-thoracic Vascular Surgery (CTVS)	15
• Gastroenterology	15
• Surgical Gastroenterology	15

• Nephrology	15
• Urology	15
• Neurology	15
• Neuro-surgery	15
• Paediatric Surgery	15
• Burns & Plastic Surgery	15
• Medical oncology	10
• Surgical Oncology	10
• Radiation Oncology	15
• Endocrinology	10
• Pulmonary Medicine	20
Sub-total	215
Total Ward	575
Other Facilities	175
• Intensive Care Unit (ICUs) & Critical Care	75
• Trauma	30
• AYUSH Facilities	30
• PMR Department	10
• Paid Beds	30
TOTAL	750

4.2 The Executing Agency (CPSU) shall discharge the following obligations: -

To appoint design consultant/architect for comprehensive architectural design by competitive bidding process ensuring adherence of GFR, CVC guidelines, Ministry of Finance guidelines and any other instruction of Government of India in this regard. The scope of work for design architect will essentially have the following:

a) Architecture Design

Preparation of Master Plan for the entire Institute campus. The master plan shall envisage future development and shall be so developed as to use the available land in an efficient manner leaving enough space for future developments.

Circulation and traffic movement including pedestrian, vehicular movement.

Architectural Planning and Design for all buildings including the Hospital, Institutional, residential Areas and related ancillary buildings.

Interior design of various spaces in the hospital, college, auditorium , residential areas including Hostels , Mess, cafeteria and other public buildings.

b) Landscape Design

Landscape design including soft and hard surface design for open spaces, green areas (including terrace garden options).

c) Lighting Design

Lighting design for various hospital areas (wards, consultation, ICU, OT and other areas), lighting of colleges, laboratories, public buildings, general lighting, outdoor lighting, façade lighting, security lighting etc.

d) Structural Designs

Basic structural design of all buildings and infrastructure in correlation with the relevant architectural and service drawings. Design has to keep into consideration that these are lifeline buildings.

e) Electrical Engineering Services

Conceptual/schematic planning & designing of Electrical systems both low side and high side including power distribution, stand-by power, emergency and UPS power supply system.

Low voltage systems such as LAN / fiber optics other advanced communication technology, PA system, Internet / Wi-Fi / data communication, Television, channel music (BGM), display etc.

Security and surveillance system including CCTV, access control at campus level and for individual buildings, perimeter security, emergency and disaster control facility.

f) Mechanical Engineering Services

Conceptual/schematic planning & designing of all Mechanical services and systems, including HVAC, Lifts, escalators, moving walkways, ventilation system, etc.

g) Plumbing, Sanitary and Public Health

Conceptual/schematic planning & designing of Plumbing systems, water supply storage & distribution, hot water system, sanitary, sewerage, waste water circulation and disposal, storm water drainage system with water harvesting.

h) Fire and Life Safety

Conceptual/schematic planning & designing of Fire detection and alarm system, fire suppression system, specialized firefighting systems such as mist and clean/ inert agent based, smoke exhaust system including pressurization system for basements and egress, egress plan and design including compartmentation, horizontal and staged egress, structural fire protection, etc.

i) Medical & other Support Services / system

Conceptual/schematic services planning & designing of ancillary and related medical support services such as Kitchen, Laundry, CSSD, Gas Manifold, MoT, medical waste handling-treatment and disposal, mortuary, medical gases supply and distribution- air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management system for individual buildings and campus as whole, etc.

j) Furniture – Planning of furniture and furnishing for both fixed & loose type

k) IT – Planning and designing for **Networking and Telephones**

l) Any other component of work approved by MoHFW

m) The design architect will also prepare a comprehensive design basis report with functional requirement for the project.

4.3 Implementation of the Project:

Execution work will essentially involve the

1. Obtaining Administrative Approval (A.A) & Expenditure Sanction (E.S) of Preliminary Estimates (P.E) from MoH&FW.
2. Evaluation of DPR and according Technical sanction.
3. Inviting tenders (through EPC contract mode) and award the work to contractors / vendors as per their approved procedure and CVC guidelines etc.
4. Bid process management.
5. Execute and supervise their various contract awarded in the project.
6. Ensure high standard of quality assurance while carrying out construction supervision.
7. Complete responsibility for the timely completion of the project.
8. Ensure complete compliance of contract documents provisions including the drawings, specifications of material & workmanship besides other provisions as catered in contract documents etc.
9. Ensure Correct Measurement of Bill of Quantities for payment to the contractor / Vendor.
10. To get Environmental Clearance and monitor, check and ensure implementation of environmental policy aspect.
11. (a) Procurement and installation of Medical Gas Pipeline System (MGPS) and Modular Operation Theatre (MOT) equipment system in a cost effective manner ensuring the following:
 - (i) The Executing agency will follow the Ministry's specification for these two equipment systems.
 - (ii) No dilution of specification of the equipment should take place in the course of execution of contracts.
 - (iii) The specialized agency(ies), engaged for procurement and installation of above equipment system, possess adequate experience of procurement installation and commissioning of these equipment systems. The qualification criterion should be in line with the relevant General Financial Rules, CVC guidelines and Manuals of Government of India.
 - (iv) Provision of 10 years warranty/CMC (5 years warranty followed by 5 years CMC) support for complete equipment systems with back to back similar warranty CMC support commitment from OEM for major components of MGPS and MOT systems.
 - (v) Allowing suitable consortium arrangement to enable the construction agencies not having expertise in procurement and installation of MGPS MOT system, to participate in the bidding process for the EPC Contract.

Commitment on the above from the side of main construction contractors in case procurement is proposed under a composite construction tender.

- (a) The consultancy fee for items under this para may be indicated separately.

12. Ensure adherence to relevant local body norms, CPWD Specifications, BIS Code, CVC guidelines, environment and other regulatory requirements, all approvals from all authorities / local bodies, etc.
13. Executing agency will be Principal Employer for all contracts executed by them in this project.
14. To settle and resolve any dispute that may arise between Executing Agency and the Consultants / Contractors / Vendors engaged by the Executing Agency.
15. To initiate, defend the Arbitration and Court cases (Preparation of Claims, Counter Statement of Claims/ Defense, Counter Claims, affidavit of evidence, compliance of court orders, Rejoinder, filing appeals, challenge awards and court orders, Written submission etc. through Counsel). Reasonable legal expenses, generally paid by MoHFW/AIIMS in accordance with the good industrial practices, shall be reimbursable to the Executing Agency by MoHFW.
16. Executing Agency shall suggest, adhere and implement on -
 - a. Energy conservation.
 - b. Compliance to Building Energy Conservation Code latest edition
 - c. Use of Recycled / Green materials and hospital waste.
 - d. Recycling of waste Water and Rain water harvesting measures.
 - e. Cost optimization of Project as a whole
 - f. The Institute being set up shall be energy efficient & it must comply with mandate by GRIHA ratings 3-STAR (minimum) of green buildings.
 - g. Any relevant guideline issued from Govt. of India for such Projects from time to time.
17. The Executing Agency is informed that for financing the capital cost of the Project, the Ministry has been considering loan from the Japan International Cooperation Agency (JICA). The statutory approval and clearances from the Japanese Agency may require additional time, therefore, the project timelines may have to be extended.

- 4.4 The selected Executing Agency is expected to render comprehensive services for all aspects of setting up of the AIIMS like Institutes (surveying, architectural design, engineering services and Medical Services) excluding medical equipment procurement and their installations and commissioning. However, installation and commission of MGPS and MOT equipment system shall be covered under the scope of this tender.

Any or all services not specifically mentioned herein but required for the proper and successful completion and commissioning of the project in accordance with international standards shall be provided by the Executing Agency considering the overall cost and time frame of the project. CPSU shall also ensure that sanctioned cost of project is not exceeded without approval of MoH&FW.

4.5 Other Responsibilities of Executing Agency:

- (i) Maintain a suitable site office.
- (ii) Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any
- (iii) Ensuring of rectification of defects by the contractors during the respective defect liability periods

- (iv) Ensure organizing/providing all operation and maintenance manuals through contractors and imparting training to MoH&FW and Institute personals maintenance and safety procedures.
- (v) Preparation of Final Report, which shall contain both technical & financial information of the Project.
- (vi) All records, drawing etc. related to the Project and maintained by Executing Agency during Project execution shall be handed over to the MoH&FW or as directed by MoH&FW on completion of the Project.
- (vii) Executing Agency will ensure carrying out all possible mandatory tests at site or at reputed testing laboratories to establish and document quality of material used on project.
- (viii) Checking & finalization of final estimates, assisting, in deploying and complying with the audit / technical observation, etc. (if any).
- (ix) Handle and follow up Arbitration matters with various agencies till final settlements of disputes Executing Agency shall prepare replies to the observations made by CTEs branch / CAG Audit / Vigilance, etc., if required.
- (x) Executing Agency shall hand over the buildings complete in all respect with completion certificates along with final drawings etc. from authorities, free from all encumbrances including complete site clearance, vacation of temporary workers' hutments, etc. at site, if any, to the MoH&FW or to any person / body authorized by them.
- (xi) Executing Agency shall maintain all registers / records during execution of works as stipulated in CPWD Works Manual. It will also make arrangement for inspection conducted by MoH&FW representatives and other statutory dignities.
- (xii) At the end of every two months and at the end of the project, Executing Agency shall submit an expenditure and utilization of funds statement in the format prescribed in CPWD Manual or as per Fee format approved by MoH&FW.
- (xiii) Executing Agency shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of MoH&FW.
- (xiv) Executing Agency will implement contract management and project management through standard mutually agreed software etc. as prescribed in CPWD manual. It will also provide customized dashboard in MoH&FW in format approved by MoH&FW for facilitating project monitoring.
- (xv) Assist TPQA appointed by MoH&FW in accessing information and conducting inspections. Executing agency will attend deficiencies brought out by TPQA in a reasonable time and will submit compliance report to settle TPQA's para's / observations.
- (xvi) Any other work as assigned by MoH&FW relating to **this** project till completion of defect liability period.
- (xvii) The Executing Agency will provide needed physical space and work fronts and support and facilitate the PSA/Medical Equipment supplier in installation and commissioning of various medical equipment. The Executing Agency will also receive and take possession of the medical equipment supply as may be required from time to time.

4.6 Responsibility Matrix of Project is as under

Responsibility MATRIX

S.No	Activity	Proposed By	Approved by
1	Appointment of EA and TPQA	MOH&FW	MOH&FW
2	EFC memo and cabinet note	MOH&FW	Cabinet
3	Process of selection and appointment of Architectural and Design Consultant through global bid	EA	EA*
4	Administrative Approval and Expenditure Sanction: Preparation of Master plan, Preliminary documents and estimate and its scrutiny	EA	MOH&FW
5	Technical Sanction: Detailed designing and detailed estimate	EA	EA Copy of TS shall be endorsed to MoH&FW
6	Floating of tender and award of work	EA	EA
7	Execution of contract	Contractor / Vendor	EA

*EA shall constitute CEC & CMC as per guidelines of Ministry of Finance for selection and monitoring of the Consultant.

4.7 The work has to be executed within 34 months. Tentative timelines for different milestones are indicated below:-

S.No.	Activity	Revised Target
1.	Award of assignment of the work to the Executing Agency	D
2.	Issuance of RFP for appointment of Architectural Consultant for preparation of Master Plan & Concept Design for proposed AIIMS	D+1 MONTH
3.	Selection and award of consultancy assignment to Architectural Consultant	D+3 MONTHS
4.	Master plan and layout finalization	D+4 MONTHS
5.	Preliminary drawing and estimate preparation and its administrative approval	D+5 MONTHS
6.	Detailed drawing, technical sanction and floating of tenders for construction (Under EPC Contract Mode)	D+ 6 MONTHS
7.	Award of work	D+ 8 MONTHS
8.	Construction activities - Residential & OPD with services - Medical College - Hospital with services - 300 Beds - 500 Beds - 750 Beds	D + 26 MONTHS D + 26 MONTHS D + 28 MONTHS D + 30 MONTHS D + 32 MONTHS
9.	Commissioning and stabilization	D+ 34 MONTHS

Only the overall completion timeline as provided above in this clause shall only be considered with respect to operation of Clause 14 regarding Liability of Executing Agency. However, it is expected that the Executing Agency will suitably plan and steer the processes, so that the construction activities could progress in a manner, so as to facilitate building completion in a phased manner as per above.

5. **DEPLOYMENT OF OFFICERS & STAFF:** Following minimum Man Power shall be earmarked for the project by Executing Agency.
- (i) One number Chief Project Manager/ official at least of level of E-6 of Civil Engineering Discipline.
 - (ii) One number of E-4/E-3 or above level officer.
 - (iii) Three Nos. E-1 / E-2 level or above level officers including at least one each from Civil and Electrical / Mechanical Discipline.

In addition, adequate number of supporting officers like AE, JE, Supervisors etc, and the clerical / secretarial staff as required depending on progress of work should be deployed at site to assist the officer mentioned at Sl. No. 5(i), 5(ii) and 5(iii) above.

The staff will normally be posted at site. It shall be reduced or withdrawn with prior permission of MoHFW. Also, IT engineer, Architect and Biomedical Engineers, as required for the project, shall be deployed by Executing Agency for this project. List of these personal with name 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 of their salary at minimum of the scale as prescribed by Govt. of India, time to time. Prolonged non availability of required manpower even after advice from MoHFW can lead to breach of contract and termination of contract besides any other remedy available

6. FEES

- 6.1 Service charges/ Consultancy Fees as accepted by MoH&FW in its letters of award shall be paid to Executing Agency as per schedule given in LOA of this document.

GST

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

GST, TDS deduction will be done at source, as per extant rules.

- 6.2 **Mode of payment for the services rendered as executing agency & submission of bills therefor:**

If 'X' is service charge accepted by MoHFW, the payment mode shall be as under:

(a) Finalisation of design consultant	5% of X
(b) Concept design & master plan approval	10% of X
(c) Preliminary drawing & design approval and A.A. & E.S. by MoHFW	10% of X
(d) Detailed drawing & design approval and T.S.	10% of X
(e) Award of tenders	10% of X
(f) After 20% financial progress of total contract value	5% of X
(g) After 40% financial progress of total contract value	5% of X
(h) After 60% financial progress of total contract value	5% of X
(i) After 80% financial progress of total contract value	5% of X
(j) After completion of hospital structure including finishing	5% of X
(k) After completion of Medical Colleges including finishing	3% of X
(l) After completion of Residential complex including finishing	2% of X
(m) After completion of internal/external services including utilities	5% of X
(n) After commissioning of project by making functional	10% of X
(o) After completion of defect Liability period	10% of X

In case of phased commissioning of project pro-rata payment for item nos (c), (d), (e), (j), (k), (l), (m) and (n) shall be made to executing agency by of MoHFW.

6.3 No other Tax, Cess and Levy, except GST as applicable, shall be paid to the Executing Agency over their Service Charges/ consultancy fees.

In respect of Service Tax/GST, same shall be paid by the Executing Agency to the concerned tax department and it will be reimbursed to them by the MoHFW after satisfying that it has been actually and genuinely paid by the Executing Agency.

6.4 Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges/Fee made periodically to the Executing Agency.

6.5 Executing Agency will make payment to Design Consultant from the Project Fund.

7. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION

7.1 Commencement

The Executing Agency will commence the work within two weeks of award of work to them. The project completion period will be 34 months.

7.2 Duration

“The Contract Agreement shall be valid till completion and handing over of the projects including defect liability period which will be one year from the date of completion i.e. after completion of construction work and services and payments of remuneration and reimbursable expenditure have been made under this agreement, unless terminated earlier pursuant to clause 15.1 and 15.2 of the agreement. This will include rectifications of defects, handing over of completed works to concerned institutions and resolutions of dispute, if any.” No extra charge will be paid to Executing Agency in case of extension of duration of project provided the scope of work has not changed.

7.3. **Modification**

Modification of the terms and conditions of the 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.

8. **THE REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

8.1 The Executing Agency represents and warrants to the MoH&FW that

Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform this agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authority for 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 here under:

8.2. On execution of the agreement and during the time is in force, the Executing Agency agrees that it shall be responsible to and shall carry out assignment as per Annexure 'A' in accordance with highest 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 5 years from the expiry / termination of the Contract.
- (iii) Submit for approval checklist of activities requiring MoH&FW approval and
- (iv) Prepare documents for facilitation, which shall be the property of the MoH&FW.

8.3 The Executing Agency represents that none of its Directors, Officers and 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 MOHF&W and seek instructions as to future course to eliminate any conflict of interest.

9. **GENERAL CONDITIONS**

9.1 **Law governing the Contract**

The governing Law of Contract shall be Laws of India.

9.2 **Indemnifying the MOHF&W by the Executing Agency**

The Executing Agency shall indemnify the Government 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 arising from the Executing Agency's negligence. The Executing Agency will pay all indemnities arising from such incidents without any extra cost to the MoH&FW and will not hold the MoH&FW responsible or obligated. The Government may at its discretion and entirely at the cost of the Executing Agency defend such suit either jointly with the Executing Agency or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for one year.

9.3. Indemnification of the Executing Agency by the MoH&FW:

The Executing Agency shall take necessary Insurance for any eventualities jointly in the name of E.A and MoH&FW. 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.

9.4 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 Agencies 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

9.5. 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.

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

10. OBLIGATION OF EXECUTING AGENCY

10.1. Performance

10.1.1. The Executing Agency shall perform the tasks / services as per Annexure 'A' in accordance with the generally accepted professional standards & practices, sound management principles, engage appropriate technology safe and effective equipment and submit report to the committees as directed by the MoH&FW as per Annexure 'B'.

10.1.2. 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 legitimate interest in any dealings with third parties.

10.1.3. 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.

- 10.1.4. 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.
- 10.1.5. The Executing Agency shall not assign this contract or sub contract or any portion of the work without the prior written consent of MoH&FW
- 10.1.6. 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.
- 10.1.7. 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.
- 10.1.8. Executing Agency shall follow the basic provisions of GFRs 2017 and any further amendment, CVC guidelines and also guidelines posted at Ministry of Finance website (www.finmin.nic.in) from time to time.

10.2. **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:

- 10.2.1 Insurance against fire, theft, damages and loss of all property owned by the Executing Agency at the construction site, if any.
- 10.2.2. Group Personnel Accident Insurance covering the Executing Agency's employees, operating from the site as per the Executing Agency's established practices.
- 10.2.3. Automobile liability insurance covering all vehicles owned by the Executing Agency at the Project site in accordance with the Motor Vehicles Act.
- 10.2.4. 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.
- 10.2.5 Workman's compensation insurance, covering employees / contract workers of the Executing Agency covered under Workman Compensation Act.
- 10.2.6. Any other insurance cover which may be required to be under the law or on any other account.

10.3. **Performance Security**

The Executing Agency shall submit a performance guarantee equivalent to 5% of the total Service charge/Consultancy fees within one month of the issue of letter of intent by the MoH&FW. Performance Guarantee (PG) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. The PG shall be liable to be forfeited by the MoH&FW in case of any breach of any term and conditions of this contract by the EA.

- 10.4. Executing Agency shall be Principal Employers for all contracts awarded by them and same shall be mentioned in the respective tender documents.

11. **OBLIGATION OF MOHF&W**

11.1. **Assistance and Exemption**

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

11.2. **Services, Facilities and property of the MoH&FW**

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

11.3. **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 60 days of written notice of such changes.

12. **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 disclosed to any person without the written permission of MoH&FW.

13. **Release of Project Fund**

13.1 Project fund will be released in stages as under

- | | | |
|-------|---|--|
| (i) | At stage of award of work to executing agency & opening of project fund account | Rs 5 crore. |
| (ii) | Finalization of Arch consultant | Rs 5 crore. |
| (iii) | At stage of approval of master plan | Rs 5 crore. |
| (iv) | After accord of A/A and E/S | 10% of approved cost
(Less payment made (1+2+3) as above) |
| (v) | At award of work | 10% of Project cost |

13.2 Separate bank account, as required by MoHFW, shall be opened by Executing Agency for the funds received from MoH&FW for AIIMS, Madurai, Tamil Nadu. All project fund will be released in the project account.

13.3 Any interest earned on the deposit received/advance drawn from the Govt. of India either by the Executing Agency shall be added to the deposit received / advance drawn from Govt. of India.

13.4 Executing Agency shall be submitting bi-monthly statement of account of making payment to contractor by the end of the succeeding month e.g. payment made in the month of February and March shall be submitted to this ministry before the end of April.

13.5 Further to above, based on actual progress of project, Ministry shall release project fund to Executing Agency so that balance of project fund does not fall below 10% of total tendered cost. Executing Agency will release payment to the contractor against R/A bills, raised by contractors.

14. LIABILITY OF THE EXECUTING AGENCY

The Executing Agency shall be required to complete the construction of project within the period stipulated in Para 4.7 here in before. In case of delay, which may occur due to reason beyond the Control of Executing Agency, the Executing Agency would approach the MoH&FW with full details for extension of time limit for completion of the works. In case of delay due to default on part of the Executing Agency / its vendors, the Executing Agency shall be liable to pay MoH&FW compensation (not amounting to penalty) at the rate not exceeding 1.5% of consultancy fee for each month of delay. The final rate / amount of compensation shall be as fixed by MoH&FW. Besides above, the Executing Agency shall be liable to the MoH&FW for the performance of the service in accordance with provision of this contract and for any loss or delay in completion of project, suffered by the MoH&FW as a result of any act / omission on the part of the Executing Agency. However, Liability of Executing Agency under this clause shall be limited to maximum 10% of the consultancy fee in such performance subject to the following:

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

14. A. The executing agency will be entitled for additional consultancy fees for early completion of the project at a rate of 1.5% for each month of advance completion, subject to maximum of 5%.

15. TERMINATION

15.1 By the MoH&FW

MoH&FW may, without any prejudice to any other remedy for breach of agreement, by not less than 60 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 their obligations here under within such period as the MoH&FW may have approved in writing.
- (b) The Executing Agency's 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 16.

- (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.
- (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.

15.2 **By the Executing Agency**

Executing Agency may, by not less than 60 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 under clause 6.2, 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 within 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.

15.3 **Payment upon termination**

Upon the termination of this contract pursuant to clause 15.1 or 15.2 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 satisfactorily for carrying out the assignment up to the date of notice of termination.

15.4. **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 10 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.

15.5 **Consequences of termination**

In the event the MoH&FW terminates agreement in whole or in part pursuant to conditions of agreement in Clause 15.1 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 of construction of the AIIMS 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 of EA will also be forfeited in case of default by the Executing Agency.

15.6 Quality Assurance

- (a) The Executing Agency shall ensure quality in its work. The documents and design / drawings prepared shall correspond to the international best practices and as a minimum conform to processes as defined in ISO 9001: 2015- "Quality Management System-Requirements".
- (b) 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 be promptly get 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 for Executing Agency & TPQA.

16. SETTLEMENT OF DISPUTES

The parties shall use best efforts to settle amicably all dispute arising out or of in connection with this contract or the interpretation thereof. "In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, 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 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 reference the dispute shall be decided by Law Secretary or the 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 arbitration as intimated by the Arbitrator".

17. 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 TO GOVT. OF INDIA,
PMSSY DIVISION,
THE MINISTRY OF HEALTH AND FAMILY WELFARE
NIRMAN BHAVAN,
NEW DELHI – 110 011

For the Executing Agency

- 18.** Executing Agency will sign and submit price bid in Annexure 'C'
- 19.** Executing Agency with sign and submit integrity pact as per Annexure 'D'

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Ministry of Health & Family Welfare, Govt. of India and the CPSU(s) , together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
 - i) The expressions **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) **Accepting Authority** shall mean the competent authority of MoH&FW
 - iii) The **CPSU** shall mean the company owned by Union Govt. of India or the successors of company.
 - iv) **Department** means(MoH&FW) or his authorized representative who invites tenders on behalf of and acting as Ministry of Health & Family Welfare, Govt. of India and shall include their legal representatives, nominee, employees and Officials.
 - v) **Executing Agency** means the CPSU who has been appointed for executing the project by the MoH&FW.
 - vi) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - vii) The **Engineer-in-charge** means the Engineer Officer of CPSU hereunder, authorized by the Executing Agency, who shall supervise and be in charge of the work.
Nodal Officer means JS PMSSY at MoH&FW or an officer nominated / authorized by him / MoH&FW for the purpose of coordinating, monitoring (both physical and financial) and quality control of the project.
 - viii) **Expected risk(s) are** risks due to riots(other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.
 - ix) The **Government or Government of India** shall mean the President of India represented by officials of MoH&FW.
 - x) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover, all overheads and profits.
 - xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government , hereunder, with the amendments thereto issued upto the date of receipt of the tender.

- xii) The **Site** shall mean the land / or place on, into or through which work is to be executed under the contract or any adjacent land , path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
- xiii) **“Tendered Value”/”Contract Price”** means the value of the entire work as stipulated in the letter of award.

Scope and performance

- 3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
- 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The EA shall furnish free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- 7. **Sufficiency of tender**
- 8. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

- 9. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.
- 9.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed –
 - a) Description of Schedule of Quantities
 - b) Particular specification and Specific Condition, if any.
 - c) Drawings
 - d) CPWD Specifications
 - e) Indian Standard Specifications of B.I.S.

- 9.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

10. The successful CPSU, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- i. The notice inviting tender, all the documents including drawings, amendments, corrigendum etc, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii. Standard Form consisting of:
 - (a) Various standard clauses with corrections upto the date along with annexure thereto.
 - (b) C.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by the Client or its contractors, which are applicable for the workers employed by the Contractor for this Project.
 - (d) CPWD Contractor's Labour Regulations, to be followed by the Contractor for this Project.
 - (e) List of Acts and omissions for which fines can be imposed.
 - iii. No payment for the work done will be made
 - (a) Unless contract is signed by the contractor.
 - (b) Till the copy of registration with EPFO and ESI is submitted by the contractor.

RESPONSIBILITIES OF EXECUTING AGENCY

1. To select Design Consultant by global competitive bid. EA shall constitute Consultancy Evaluation Committee (CEC) and Consultancy Monitoring Committee (CMC) with approval of MoH&FW for selection and monitoring of Design Architect and in accordance with a manual on policies and procedures for employment of consultants.
2. Prepare DPR in association with Arch Consultant & submit to MoH&FW for Administrative Approval (AA) & Expenditure Sanction (ES).
3. Examine & accord Technical Sanction on the work.
4. Float tenders under EPC Contract Mode for work & bid management process.
5. Award of work as per GFR, CVC guideline & CPWD manuals.
6. Maintain Man power as mentioned in the agreement.
7. Project & contract management through standard software like primavera.
8. Monitoring & supervision of project.
9. Periodic reporting of progress to MoH&FW in approved dashboard or any alternate means as desired by MoH&FW.
10. Overall commissioning of project.
11. Ensure success full maintenance during defect liability period of one year.
12. Handing over of completed project and records to the concern Institute or as directed by MoH&FW.
13. Will provide required physical space and work fronts and support and facilitate the PSA/Medical Equipment supplier in installation and commission of various medical equipments. Will also receive and take possession of the medical equipment supply as may be required from time to time.
14. Will Procure and install the Medical Gas Pipeline System (MGPS) and Modular Operation Theatre (MOT) in a cost effective manner.

RESPONSIBILITIES OF MOH&FW

1. Nomination of a Officer for the purposes of coordinating, monitoring and quality control of the project at MoH&FW and at the respective Medical Institute who shall liaise with Executing Agency's team during the consultancy service period as described earlier.
2. Approve master plan, preliminary drawing and estimate.
3. Accord the A.A. & E.S. after scrutinizing the P.E. submitted by the Executing Agency.
4. Release of funds to Executing Agency as per agreement.
5. Appoint TPQA.
6. Taking over assets & records on completion

SCHEDULE OF WORK

Name of Work:- Providing Planning, Designing, Construction, Furniture, IT (Networking) & Maintenance Under EPC Contract Mode of All India Institutes of Medical Sciences located at Madurai, Tamil Nadu.

S.No	Description of Item	Qty	Rate (Rs)	Unit	Amount. (Rs)
1	Complete Planning, Designing, Execution / Construction of Buildings and Estate services, Furniture, IT (Networking), Commissioning including maintenance (during defect liability period) etc under EPC Contract Mode as per scope of work given in Tender Documents for All India Institute of Medical Sciences planned at Madurai, Tamil Nadu.	1 Job		Job	

(Note:-Rate should be quoted as total lump sum service charges for entire project. It should be net & inclusive of all taxes excluding GST / Service Tax. It should be quoted in both words & figures).

Signature with Seal of Bidder

INTEGRITY PACT

To,

Under Secretary
PMSSY,
Ministry of Health and Family Welfare
Nirman Bhawan, New Delhi.

Sub: NIT No. for the work RFP of appointment of CPSU as Executing Agency for Planning, Designing, Construction, Furniture, IT (Networking) and Maintenance under EPC Contract Mode of AIIMS located at Madurai, Tamil Nadu.

Dear Sir,

It is here by declared that the(*CPSU*) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

Authorized Signatory of CPSU
Seal

INTEGRITY PACT

To,

.....

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

Sub: Submission of Tender for the work of RFP of appointment of CPSU as Executing Agency for Planning, Designing, Construction, Furniture, IT (Net working) and Maintenance under EPC Contract Mode of AIIMS planned at Madurai, Tamil Nadu.

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 2019.

BETWEEN

Under Secretary (PMSSY, MOH&FW) , represented through, The Designated Authority of the(MOH&FW) as Department of Ministry of Health & Family Welfare, Government of India (Hereinafter referred as the ‘MOH&FW’, 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 **MOH&FW** has floated the Tender (NIT No.) (Hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for RFP of appointment of CPSU as Executing Agency for Planning, Designing, Construction, Furniture, IT (Net working) and Maintenance (Under EPC Contract Mode) of AIIMS planned at Madurai, Tamil Nadu hereinafter referred to as the “Contract”.

AND WHEREAS the MOH&FW 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 MOH&FW

- (1) The MOH&FW commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the MOH&FW, 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 MOH&FW will, during the Tender process, treat all Bidder(s) with equity and reason. The MOH&FW 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 MOH&FW shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the MOH&FW 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 MOH&FW 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. They commit themselves to observe the following principles during their 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 MOH&FW'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 MOH&FW 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, shall not disclose any and all payments they have 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 i.e. 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 i.e. 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 MOH&FW under law or the Contract or its established policies and laid down procedures, the MOH&FW shall have the following rights in case of breach of this Integrity Pact by MoH&FW and CPSU accepts and undertakes to respect and uphold the MOH&FW'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 MOH&FW after giving 14 days' notice 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 MoH&FW. Such exclusion may be forever or for a limited period as decided by the MOH&FW.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the MOH&FW. 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 MOH&FW apart from exercising any legal rights that may have accrued to the MOH&FW, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the CPSU as deemed fit.
- (3) Criminal Liability: If the MOH&FW 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 MOH&FW has substantive suspicion in this regard, the MOH&FW will inform the same to law enforcing agencies for further investigation as deemed fit

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 at the sole discretion of MoH&FW.

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 MOH&FW will enter into Pacts on identical terms as this one with all CPSU.

- (3) The MOH&FW 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 MoH&FW, 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 other laws 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 MOH&FW)

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place: New Delhi

Dated :