

# **GOVERNMENT OF HARYANA**

## **DEPARTMENT OF MEDICAL EDUCATION & RESEARCH**



**Request for Proposal of Appointment of CPSU as  
Executing Agency for  
Planning, Designing, Construction, Furniture  
IT(Networking) & Maintenance  
Under EPC Contract Mode  
for ‘Construction of Government Medical  
College at Jind, Haryana’**

**2018**

**GOVERNMENT OF HARYANA  
DEPARTMENT OF MEDICAL EDUCATION & RESEARCH, PANCHKULA**

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

No. DMER/2018/ RFP

Date

Department of Medical Education & Research, Haryana, invites **Request For Proposals** for appointment of CPSU as Executing Agency from CPSUs already empanelled with MoHFW, Govt. of India for setting up of new AIIMS and up-gradation of Government Medical Colleges under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance under EPC Contract Mode during defect liability period of the building for the Project, 'Construction Of Government Medical College at Jind, Haryana'. The CPSU must not have been blacklisted or debarred by any Govt. at time of submission of bid. The CPSU's are required to submit an undertaking in this regard.

Government reserve the right to restrict the award upto two new projects to any one agency in the year 2018-19. In such cases, the Government may consider next successful bidder.

<b>Name &amp; description of work</b>	<b>Bid Security (Rs.)</b>	<b>Start date of bid submission</b>	<b>Last date of bid submission</b>
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 the Tender Documents for the Project, 'Construction of Government Medical College at Jind, Haryana.	50 Lacs	From 15.09.2018	26.09.2018 Upto 1200 Hrs

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

The cost of RFP documents is Rs 5000/-. CPSUs may download the document from DMER portal <http://www.dmerharyana.org> from 15.09.2018 and submit the bid along with the document fee and bid security amount separately in the form of as permitted in GFR. DD/ Bank draft should be payable to Director Medical Education and Research, Haryana, SCO-7, Sector-16, Panchkula. The bids will be opened in the presence of representative of CPSUs on 26.09.2018 at 3:00 PM in the office of Director Medical Education & Research Haryana, SCO No.7, Sector 16, Panchkula.

Department of Medical Education & Research, Haryana reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. CPSUs are advised to regularly scan through above website as corrigendum/amendments etc.. if any, will be notified on these websites only and separate press advertisement will not be made for this.

**Director,  
Medical Education & Research Haryana  
SCO No.7, Sector 16, Panchkula  
Phone No. 0172-2560799**

## **NOTICE INVITING RFP FOR EMPANELMENT OF CPSU AS EXECUTING AGENCY**

RFP is invited by the Director, Medical Education & Research, Haryana on behalf of Government of Haryana for selection of CPSU as Executing Agency for the work: Construction of Government Medical College, Jind, Haryana from CPSU which have been empanelled by MoHFW, Govt. of India for setting up of new AIIMS and up-gradation of Government Medical Colleges under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).

### **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 Department of Medical Education & Research, Haryana 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 *Department of Medical Education & Research, Haryana* to the Executing Agency for the services rendered by it as detailed under clause 6 hereto.
- (d) ‘Party’ shall mean either the *Department of Medical Education & Research, Haryana* or Executing Agency and the parties shall mean both the *Department of Medical Education & Research, Haryana* 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) DMER means *Department of Medical Education & Research, Haryana*.
- (g) Executing agency shall means the CPSU selected by the Department of Medical Education & Research Haryana to execute the project.

### **2. INTRODUCTION**

The Government of Haryana has approved a project for establishment of new medical College in Jind. The tentative cost of the project is Rs. 475.00 Crore only. The goal of medical college is to provide specialized manpower and quality healthcare facilities to meet the shortage of doctors. The proposed medical college shall have a hospital with capacity 500 beds which will include emergency/trauma beds, AYUSH Beds, private beds and ICU (Intensive Care Unit). In addition there will be a teaching Block administrative Block, AYUSH Block, Auditorium, Night shelter, Guest House, Hostels & residential facilities with all services.

It will spread over 24 acres in Village Haibatpur. For setting up of envisages facilities only limited area as per requirement needs to be developed to economize on the cost.

The medical college will also undertake clinical research activities. The medical college has been envisioned to have excellent use of information technology providing latest teaching aids, library facilities in the user-friendly environment. The campus of Govt. Medical College at Jind will be fully Wi-Fi including Hostels as per TOR. The proposed 100 medical student intake in the medical college would bridge the gap between demand and supply of doctors as also its attached teaching hospital would help in filling the gap of health facilities.

### **3. OBJECTIVES:**

- 3.1 Department of Medical Education & Research intends 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, the 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 Department of Medical Education & Research and its maintenance till defect liability period 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 Department of Medical Education & Research.

### **4. SCOPE OF WORK:**

- (i) To construct an air conditioned 500 bedded hospital attached to the medical institution conforming to the international standards of hospital engineering for providing best medical care, equipped with medical equipment of latest generation having safety standards both for the user and the patients;
- (ii) Develop a medical educational institution for 100 MBBS admissions with modern educational facilities and state of the art technology, latest design standards and best operating procedures, leading to accreditation, such as NABH, NABL, and so on as per MCI norms.

The proposed facilities at Government Medical College at Jind, Haryana (in brief), is as given below:

<b>A</b>	<b>Buildings</b>
	<b>HOSPITAL</b>
1.	An air conditioned Hospital Building including AYUSH (500 Beds)
2.	Animal House + Service Block
3.	Night Shelter
4.	Guest House
	<b>INSTITUTIONAL</b>
3.	Administrative Block
4.	Teaching Block (100 MBBS Students)
5.	Auditorium
	<b>RESIDENTIAL</b>
6.	Residential accommodation for different category of staff as per MCI Norms
7.	Hostels for boys & girls as per MCI norms
	<b>B SERVICES</b>
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)
	<b>C. FURNITURE</b>
	Both fixed & loose type ( except residential areas and Hospital Beds )
	<b>D IT (NETWORKING) &amp; TELEPHONES</b>
Note: The provision for residential accommodation for different categories included in the above estimates shall be reviewed during detailing as per actual requirements.	

The Hospital (Department-wise) is as under:-

<b>DEPARTMENTS</b>
<b>College &amp; Teaching Hospital</b>
• Anatomy
• Physiology
• Biochemistry
• Pathology (including Blood Bank)
• Microbiology
• Pharmacology
• Forensic Medicine including Toxicology
• Community Medicine
• Medicine
• Paediatrics
• Psychiatry
• Dematology, Venerology & Leprosy
• Tuberculosis & Respiratory Diseases

• Surgery
• Orthopaedics
• Radio-Diagnosis
• Oto-rhinolaryngology
• Ophthalmology
• Obstetrics & Gynaecology
• Dentistry

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

To appoint design consultant/architect for architectural design by global 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 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, Messes 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, standby 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 DMER**

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 Department of Medical Education & Research.
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) 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.

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

(b) 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 CPSU 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 Department of Medical Education & Research in accordance with the good industrial practices, shall be reimbursable to the Executing Agency by Department of Medical Education & Research.
- 16. CPSU 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.



- 4.4 The selected CPSU is expected to render comprehensive services for all aspects of establishment of a Medical College (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 therein but required for the proper and successful completion and commissioning of the project in accordance with international standards shall be provided by the CPSU considering the overall cost and time framework of the project. CPSU shall also ensure that sanctioned cost of project is not exceeded without approval of DMER.

**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 Department of Medical Education & Research 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 Department of Medical Education & Research or as directed by Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research.

- (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 Department of Medical Education & Research.
- (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 Department of Medical Education & Research in format approved by Department of Medical Education & Research for facilitating project monitoring.
- (xv) Assist TPQA appointed by Department of Medical Education & Research 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 Department of Medical Education & Research relating to projects 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's. 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	DMER	COSMER
2	Process of selection and appointment of Architectural and design Consultant through Global Bid	Executive Agency	Executive Agency
3	Administrative Approval and Expenditure Sanction: Preparation of Master plan, Preliminary documents and estimate and its scrutiny	Executive Agency	Government of Haryana
4	Technical Sanction: Detailed designing and detailed estimate	Executive Agency	Executive Agency Copy of TS shall be endorsed to DMER
5	Floating of tender and award of work	Executive Agency	Executive Agency
6	Execution of contract	Contractor / Vendor	Executive Agency

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

4.7 The work has to be executed within 24 months. Tentative timelines for different milestones are indicated below:-

S.No.	Activity	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 Medical College	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	D + 18 MONTHS
	Medical College	D + 18 MONTHS
	Hospital with services	D + 20 MONTHS
	300 Beds	D + 21 MONTHS
	500 Beds	D + 22 MONTHS
9.	Commissioning and stabilization	D+ 24 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's 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 officer 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 DMER. 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 DMER before signing of Contract agreement. Failure to deploy above mentioned personnel without approval of DMER 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 DMER 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 DMER 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 DMER on production of relevant documentation by EA of having paid to the concerned authorities.

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

If 'X' is service charge accepted by DMER, 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 COSMER	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 Department of Medical Education & Research.

- 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 Department of Medical Education & Research. after satisfying that it has been and genuinely paid by the Executing Agency. 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.

- 6.4 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 in two weeks of award of work to them. The project completion period will be 24 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 Department of Medical Education & Research 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 Department of Medical Education & Research approval and
  - (iv) Prepare documents for facilitation, which shall be the property of the Department of Medical Education & Research.
- 8.3 The Executing Agency represents that none of its Directors, Officers and Employees are in close / blood relations with any Department of Medical Education & Research employees / officers. In case of such relationship arising in future during the course of this agreement, the Executing Agency shall immediately inform the Department of Medical Education & Research 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 DMER 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 DMER 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 DMER and will not hold the DMER 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 Department of Medical Education & Research:**

The Executing Agency shall take necessary Insurance for any eventualities jointly in the name of E.A and Department of Medical Education & Research they shall not set up any claim on the act of God / nature.

The Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research and shall at all times support and safe guard the Department of Medical Education & Research 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 Department of Medical Education & Research. The Executing Agency is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanours, if any.

10.1.4. The Executing Agency shall hold the Department of Medical Education & Research 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 Department of Medical Education & Research

- 10.1.6. The Executing Agency shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and Department of Medical Education & Research 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 Department of Medical Education & Research 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](http://www.finmin.nic.in)) from time to time.

## **10.2. Insurance by the Executing Agency**

- 10.2.1 During the performance of services hereunder, the Executing Agency shall take out, carry and maintain insurance as applicable from those listed below:-  
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 Department of Medical Education & Research. 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 Department of Medical Education & Research 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 Department of Medical Education & Research**

### **11.1. Assistance and Exemption**

The Department of Medical Education & Research 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 Department of Medical Education & Research**

The Department of Medical Education & Research shall make available services, facilities and data free of charges to the Executing Agency for the purpose.

## 11.3. **Duties and Responsibilities**

The Department of Medical Education & Research, 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 Department of Medical Education & Research.

## 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<br>(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 Department of Medical Education & Research, shall be opened by Executing Agency for the funds received from Department of Medical Education & Research for Construction of Government Medical College at Jind, Haryana. 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research. Besides above, the Executing Agency shall be liable to the Department of Medical Education & Research 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 Department of Medical Education & Research 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.

**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 Department of Medical Education & Research**

Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research a statement which has a material effect on the rights, obligations, or interests of the Department of Medical Education & Research.
- (e) If the Executing Agency, in the judgment of the Department of Medical Education & Research has engaged in corrupt or fraudulent practices in executing the agreement.
- (f) The Department of Medical Education & Research, 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 Department of Medical Education & Research,

terminate this agreement if,

- (a) The Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research terminates agreement in whole or in part pursuant to conditions of agreement in Clause 15.1 the Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research.

In case of termination during the agreement period, the Department of Medical Education & Research will have the right to retain the documents prepared by the Executing Agency during the agreement period of Construction of Government Medical College at Jind and the Executing Agency shall have no right to use the same in any other application without the permission of the Department of Medical Education & Research. The decision of the Department of Medical Education & Research 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) Department of Medical Education & Research 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 Department of Medical Education & Research. Any dispute between Executing Agency and TPQA shall be brought before Department of Medical Education & Research and decision of Department of Medical Education & Research 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: -

DIRECTOR,  
MEDICAL EDUCATION & REASEARCH DEPARTMENT,  
SCO – 7, SECTOR – 16,  
PANCHKULA

**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 Director Medical Education & Research 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 Department of Medical Education & Research
  - iii) The **CPSU** shall mean the company owned by Union Govt. of India or the successors of company.
  - iv) **Department** means Department of Medical Education & Research 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 Department of Medical Education & Research.
  - 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 an officer nominated / authorized by Department of Medical Education & Research 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 Haryana** shall mean the Governor of Haryana represented by officials of Department of Medical Education & Research.
  - 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 up to 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 Executing Agency 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.
- 8.1 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.

- 8.2 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 Department of Medical Education & Research 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 Department of Medical Education & Research 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 Department of Medical Education & Research in approved dashboard or any alternate means as desired by Department of Medical Education & Research.
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 Department of Medical Education & Research.
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 equipment's. 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.

## **ANNEXURE 'B'**

### **RESPONSIBILITIES OF Department of Medical Education & Research**

1. Nomination of a Officer for the purposes of coordinating, monitoring and quality control of the project at Department of Medical Education & Research 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:-** Planning, Designing, construction, Furniture IT(Networking) & Maintenance Under EPC Contract Mode for the Project, 'Construction of Government Medical College at Jind, Haryana'

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 the tender document for the Project, 'Construction of Government Medical College at Jind, Haryana'	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,

Director,  
Medical Education & Research Department,  
SCO-7, Sector – 16,  
Panchkula.

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 for the Project, 'Construction of Government Medical College at Jind, Haryana'.

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 for the Project, 'Construction of Government Medical College at Jind, Haryana'**

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 ..... 2018.

### **BETWEEN**

Government of Haryana, acting through the Director, Department of Medical Education & Research Department, Chandigarh (hereinafter referred to as “Employer” 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 **Department of Medical Education & Research** 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 (Networking) and Maintenance (Under EPC Contract Mode) for the Project, ‘Construction of Government Medical College at Jind, Haryana’ hereinafter referred to as the “Contract”.

AND WHEREAS the Department of Medical Education & Research values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship 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 Department of Medical Education**

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

(2) If the Department of Medical Education 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 Department of Medical Education 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 Department of Medical Education 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 Department of Medical Education 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 Department of Medical Education under law or the Contract or its established policies and laid down procedures, the Department of Medical Education shall have the following rights in case of breach of this Integrity Pact by Department of Medical Education and CPSU accepts and undertakes to respect and uphold the Department of Medical Education 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 Department of Medical Education 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 Department of Medical Education. Such exclusion may be forever or for a limited period as decided by the Department of Medical Education.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Department of Medical Education. 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 Department of Medical Education apart from exercising any legal rights that may have accrued to the Department of Medical Education, 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 Department of Medical Education 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 Department of Medical Education has substantive suspicion in this regard, the Department of Medical Education 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 Department of Medical Education.

#### **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 Department of Medical Education will enter into Pacts on identical terms as this one with all CPSU.
- (3) The Department of Medical Education 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 Department of Medical Education, 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 Department of Medical Education)

.....

(For and on behalf of CPSU)

**WITNESSES:**

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place: Panchkula

Dated :