

HLL INFRA TECH SERVICES LTD. (HITES)
As
Executing Agency of
MINISTRY OF HEALTH & FAMILY WELFARE
Invites Request for Proposal (RFP)
for
“Appointment of Acoustical Design Consultant for proposed
All India Institute of Medical Sciences
At
Gorakhpur (UP), INDIA”

RFP Document

Volume – I

Volume – II

Volume - III



(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

B-14A, Sector – 62,
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

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Executing Agency of

MINISTRY OF HEALTH & FAMILY WELFARE

Invites Request for Proposal (RFP)

for

**“Appointment of Acoustical Design Consultant for proposed
All India Institute of Medical Sciences**

At

Gorakhpur (UP), INDIA”

RFP Document: Volume – I

Notice Inviting Bid
Instruction to Bidders
(Including Eligibility Criteria)
Terms of Reference
Evaluation Process and Criteria



(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

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PRESS NOTICE

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

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

**FOR
“APPOINTMENT OF ACOUSTICAL DESIGN CONSULTANT FOR PROPOSED ALL INDIA INSTITUTE OF
MEDICAL SCIENCES
AT
GORAKHPUR (UP), INDIA”**

No. HITES/NEW AIIMS/ACOUS/RFP/2017

Dated 23.10.2017

HLL Infra Tech Services Ltd. as Executing Agency of MoHFW, Government of India, invites RFP from eligible Acoustical Design Consultants for Proposed AIIMS at Gorakhpur, under Pradhan Mantri Swasthya Suraksha Yojana.

The prospective bidders may download RFP document from the following websites www.lifecarehll.com, www.hllhites.com, www.eprocure.gov.in, www.mohfw.nic.in, pmsy-mohfw.nic.in. The last date of submission of RFP is 06.11.2017.

For Corrigendum/ Amendments, if any, issued subsequently will be notified in the above websites only.

Vice President (ID)

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

DETAILED NOTICE INVITING 'REQUEST FOR PROPOSAL (RFP)'

No. HITES/NEW AIIMS/ACOUS/RFP/2017

Dated 19.10.2017

HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project, invites **Request for Proposal** from eligible Acoustical Consultants (having experience and sound background as Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA under 'Pradhan Mantri Swasthya Suraksha Yojana' (PMSSY):

Name & description of work	Bid Security	Date of sale of RFP documents online	Last date of Submission
"Appointment of "Acoustical Design Consultant for proposed All India Institute of Medical Sciences (AIIMS) at Gorakhpur (UP), INDIA"	Rs.1 lakh	From 23.10.2017 to 04.11.2017 up to 14:00 hrs.	06.11.2017 up to 15:00 hrs.

The nature of services to be provided by the Acoustical Design Consultant will include review of architect's design, develop acoustics, noise & vibration criteria, provide acoustical design during schematic and detailed design development, assistance during preparation of contract documents, and bidding process, periodical supervision of the proposed facility during construction to develop it as a world class facility for healthcare, research & teaching.

The cost of RFP documents is Rs.5000/-. A Pre- Bid Conference shall be held at HITES Corporate Office on 30.10.2017 at 11:00 hrs. Prospective bidders may please log on to HLL/ HITES website, www.lifecarehll.com/tender, <http://hllhites.com/tenders>, CPP Portal <http://www.eprocure.gov.in>, MoHFW Website <http://www.mohfw.nic.in> and PMSSY Portal <http://pmssy-mohfw.nic.in> from 23.10.2017 for detailed NIT, downloading RFP documents, pre- bid conference details, details of submission & for other tender details.

The submission of bid is in three parts and all three parts are to be physically submitted to the office of Vice President (ID), HLL Infra Tech Services Ltd. (HITES) as described in detail in RFP documents.

HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL/HITES website, www.lifecarehll.com/tenders, <http://hllhites.com/tender> and CPP Portal - <http://www.eprocure.gov.in> as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Vice President (ID)
HLL Infra Tech Services Ltd. (HITES).

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DISCLAIMER

HLL Infra Tech Services Ltd. (HITES) has prepared this 'Request for Proposal' (RFP) document as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

While HITES has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither they nor any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the exhaustiveness/completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

HITES reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

DEFINITIONS

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

1. **“AIIMS”** shall mean All India Institute of Medical Sciences at Gorakhpur (U.P), INDIA.
2. **“Assignment Fee”** shall mean the fee to be paid by HITES to the **Acoustical Design Consultant** for providing the consultancy services for the Project as per the scope of work mentioned in this RFP.
3. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP.
4. **“Bidder (s)”** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.
5. **“Bid Security”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 2.5.7
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid as per clause 2.5.7.
7. **“Client's Requirements”** means the document named Client's Requirements, attached in the Volume III of RFP.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
9. **“Acoustical Design Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
10. **“Evaluation Committee”** shall mean the committee constituted by HITES for the evaluation of the bids.
11. **“HITES”** shall mean **HLL Infra Tech Services Ltd.** (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)
12. **“Institute”** shall mean All India Institute of Medical Sciences at Gorakhpur (U.P), INDIA.
13. **“LOA”/“Letter of Award”** shall mean the letter issued by HITES to the Successful Bidder inviting him to sign the Contract Agreement
14. **Client/ Employer/ “MoHFW”** shall mean the Ministry of Health & Family Welfare, Government of India.
15. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder as per clause 3.5 of RFP.
16. **“Project”** shall mean Providing Consultancy in Acoustical Design for proposed All India Institute of Medical Sciences at Gorakhpur (UP)
17. **“RFP”** shall mean this Request for Proposal.

18. **“Site”** shall mean the place where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP.
19. **“Start of Work”** shall mean the date of commencement of works by the Acoustical Design Consultant as defined in clause 1.2 of Notice Inviting Bid.
20. **“Tender Processing Fee”** shall mean the amount to be paid by the Bidders with the Bid as per clause 2.5.4 and is synonymous with **“Cost of RFP Documents”**
21. All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]

BACKGROUND INFORMATION

1.1 BACKGROUND

The new All India Institutes of Medical Sciences (AIIMS) are being established under AIIMS (Amendment) Act 2012 as a Central Government Autonomous Institute of national importance. These Institutes have been envisaged as Centres of Excellence for undergraduate and post-graduate Medical Education, Nursing Education and Medical Services and are to be trend setter in Health Research and advancement of Medical Sciences in India. These Institutes will implement new approaches in medical education and provide best facilities for postgraduate/doctoral studies and research.

Government of India proposes to establish a new All India Institute of Medical Sciences (AIIMS) at Gorakhpur in U.P., India, under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).

The mandate of the Institute is to develop –

- Medical Education.
- Medical Research
- Tertiary Healthcare

The proposed Institute shall have state-of-the-art multi-specialty/super-specialty facilities with captive Hospital, Medical College (at undergraduate level with annual intake of 100 students and PG/Doctoral Courses in various specialty/super-specialty disciplines), administrative block, AYUSH block, Auditorium, Nursing College, Night Shelter, Guest House, Hostels, Residential facilities and other ancillary requirements to make the campus self-sufficient. The detailed list of buildings/infrastructure proposed is given in the Terms of Reference (TOR).

This Institute will participate in providing national leadership in education of the Practicing Physicians & Surgeons and Medical Scientists, Medical research and in the application of sophisticated Medical Technology to patient care. The activities of the Institutes will focus on providing the highest quality patient care services, medical education and in advancing medical research.

Hospitals in India attract large crowds and the facilities being created are to be used by all sections of the society. It is envisaged that this facility would be holistic in nature, economical to build, respond to the local environment and climatic conditions and create an environment which is user friendly.

Land parcel measuring around 112 acres has been identified and selected for the establishment of the proposed AIIMS at Gorakhpur in U.P., INDIA. The details of the site location are available at Annexure II.

The site is located in the vicinity of Mahayogi Gorakhnath Airport, Gorakhpur, Uttar Pradesh (India). This Airport is a military airport and also serves for the requirement of civilian flights.

1.2 Proposed Buildings and Services

The Institute complex will be designed contextual with locale with modern, sustainable, Energy Efficient buildings in accordance with standard and best practices guidelines. The complex will have major component buildings as specified in Volume III Section 2. Based on the user requirement, any number of more building(s) can be added or deleted in this list.

The Consultant shall provide services in the field of Acoustic design and implementation of such services for the Project as per detailed requirement mentioned in the scope of work as per clause 3.2 of Terms of Reference.

SECTION -1

NOTICE INVITING BID

1.1 General

HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project invites sealed Bids from eligible Bidders to submit their Bids for **“Appointment of Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA”** as per detailed scope of work for the proposed AIIMS.

1.2 Important Information

Bid Security amount	Rs. 1 lakh. (Rs. one lakh only)
Tender Processing Fee (Non-refundable)	Rs.5,000 (Rupees Five thousand only) to be paid through a Demand Draft in favor of HLL Infra Tech Services Ltd., payable at NOIDA/New Delhi
Issue of RFP documents	Documents shall be available online at HITES website HLL/ HITES website, www.lifecarehll.com/tender , http://hllhites.com/tenders and CPP Portal - http://www.eprocure.gov.in , MOH&FW website http://www.mohfw.nic.in and PMSSY portal http://pmssy-mohfw.nic.in from 23.10.2017 to 04.11.2017 14:00 hrs.
Pre Bid Conference	30.10.2017 at 11.00 am at HITES Office, Noida
Last date for submission of queries	30.10.2017
Last Date & time of Submission of Bids (Bid due date)	06.11.2017 2017 at 15.00 Hrs
Place of submission of bid	In the office of Vice President (ID), HLL Infra Tech Services Ltd.(HITES)., B-14A, Sector 62, Noida- 201 307, Distt: Gautam Budh Nagar (UP), INDIA
Date & time of opening of Bids	06.11.2017 at 15.30 hrs

Date and time of submission of performance security	07 days from issue of LOA
Date and Time of signing of Contract Agreement	15 days from issue of LOA
Commencement of work	Date of issue of LOA
Completion period of the Work	The total projected duration for the planning & execution of the project is 36 months. The Acoustical Design consultant shall be associated with the project till its completion.
Bid Validity	180 days from the closing date of submission of bid or any extension thereof.
Address for Communication	Vice President (ID) HLL Infra Tech Services Ltd. (HITES). B-14A, Sector 62, Noida-201 307 Distt: Gautam Budh Nagar (U.P.) , INDIA, Telephone No. 0120-4071500

Bidders may note that the Bids shall be submitted in 3 parts – (i) Technical Package Part I, (ii) Technical Package Part II and (iii) Financial Bid. The last date of submission of complete bids is 06.11.2017 upto 1500 hrs. The bids (all 3 parts) are to be submitted physically in the manner as described in Clause No. 2.5 in the office of VP (ID), HLL Infra Tech Services Ltd. (HITES) at the address mentioned above.

1.3 Significant Points

- 1.3.1 Bidder must not be blacklisted or debarred by any Government Agency or Public Sector Undertaking. Bidder is to submit undertaking in this regard as per form T-1(E)
- 1.3.2 The bidder shall submit his bid in three parts namely; (i) Technical Package Part I, (ii) Technical Package Part II and (iii) Financial Bid. The details are provided under **clause 2.5.3** of this RFP Document.
- 1.3.3 RFP document consists of:

Volume I

- Notice Inviting Bid
- Instructions to Bidders (Including Eligibility and Qualifying criteria)
- Terms of Reference
- Evaluation Process & Criteria
- Annexures

Volume II

- General Conditions of Contract (GCC)

Volume III

- Client Requirements
- Scope of Services to be provided

- 1.3.4 Bidders may obtain further information in respect of this RFP document from the office of the Vice President (ID), HLL Infra Tech Services Ltd. (HITES), B-14A, Sector-62, Noida -201307 and during the pre-bid conference to be held as per clause 1.2 above.
- 1.3.5 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.6.2 of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3.6 HITES reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against HITES for rejection of their Bid.

Vice President (ID)
HLL Infra Tech Services Ltd. (HITES),

SECTION II

INSTRUCTIONS TO BIDDERS

2.1 Important Points

- a. **Pre Bid conference** shall be held on 30.10.2017 at 11.00 hrs. at HITES Office, Noida
- b. **Date and time of opening of Bid** (Clause 1.2 of Notice Inviting Bids) is 06.11.2017 at 15.30 Hrs. at HITES Office, B-14A, Sector62, Noida-201 307
- c. **Bid Security** as per the Clause 1.2 of Notice Inviting Bids is Rs.1.00 Lakh (Rupees One Lakh Only) to be submitted with the RFP.
- d. **Period of Bid Validity** (Clause 2.5.8), **180 days** from the closing date of submission of Bid or any extension thereof.
- e. Date of Start of Work: Date of issue of LOA.
- f. **Period of completion:**

The total projected duration for the planning & execution of the project is 36 months. The Acoustical Design consultant shall be associated with the project till its completion. Time period for key deliverables is given in Terms of Reference.
- g. **Performance Security** (Form C) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Acoustical Design Consultant.

2.2 Eligibility to bid

2.2.1 Interested National/ Foreign independent Legal entities having experience in similar nature of work and meeting the following eligibility criteria may submit their proposal:

A. Technical Criteria-

Having experience as Acoustical Consultant and having satisfactorily provided the Acoustical Consultancy services with primary area of business of the bidder as consulting in Acoustics, Noise and Vibration, for projects completed in the last twelve years (ending previous day of the last date of submission of bids for RFP) in any of the following similar nature of work(s) as a sole Consultant:

- a) One 500 bedded Super-Specialty/ Multi-Specialty Hospital with Teaching facility in India/ abroad

OR

- b) One 750 bedded Super Specialty/Multi-Specialty Hospital facility in India/

abroad.

OR

- c) At least two 500 bedded Super Specialty/Multi-Specialty Hospitals in India/abroad.

Note:-

- The Qualifying Work(s) should be physically completed at site
- The completion certificate(s) of the work(s) issued by the Client shall be submitted along with RFP documents by the bidder. It is desirable that the certificate is submitted in the format in Form T-1(C). A Certificate issued by the Client may be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate. In case the Acoustical Consultant has been appointed by the Architectural Consultant for a Project, engaged by the Client, the certificate issued by the Architectural Consultant shall be acceptable.
- Bidders shall enclose copies of letters of Award for the works duly certified clearly mentioning the scope of work handled by the bidder.
- These shall be duly authenticated.
- The Certifying authority of the Client Organization for these qualifying works shall not be below the rank of Executive Engineer for Government works, and, for Private Works a person holding Power of Attorney/Authorized signatory duly authorized to do so.
- The bidder must have past experience of executing similar nature of work as a single firm.
- Foreign Consultant shall give an undertaking along with their Bid that they will establish an office in India as per rules and law of Govt. of India before signing the agreement.

B. Financial Criteria-

- (i) **Profit/Loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive financial years ending 31st March, 2016. The balance sheets shall be duly certified and audited by the Chartered Accountant.

2.3 Disqualifications

Even if a Bidder meets the above criteria, HITES may disqualify the Bidder if:

- a. The Bidder has:
- i. Made misleading or false representations in the forms, statements

and attachments submitted; **or**

- ii. The Bidder gets blacklisted or debarred by any Government Agency even after submission of this RFP and while the bids are under evaluation; **or**
 - iii. Submitted more than one Bid for the same work.
- b. No bidder shall submit more than one proposal for the proposed work.

2.3 DELETED

2.4 RFP Documents

2.4.1 Contents of RFP Documents

RFP Document shall consist of the documents listed in Clause 1.3.3 of Notice Inviting Bids along with any schedules, addendum or corrigendum etc. issued by HITES for the purpose.

2.4.2 Pre-Bid Conference

HITES shall conduct a pre-bid conference at the time and venue mentioned in Clause 1.2 of Notice Inviting Bid to answer any queries that the Bidders may have in connection with the proposed work.

2.4.3 Clarifications

Bidders can seek clarifications to the RFP document by writing at the mailing address indicated in Clause 1.2 of Notice Inviting Bid or by Tele-fax/Mail as per the deadline mentioned in Clause 1.2 of Notice Inviting Bid or during pre-bid conference. The clarifications shall be uploaded on HLL/ HITES website, www.lifecarehll.com/tender, <http://hllhites.com/tenders> and CPP Portal - <http://www.eprocure.gov.in>.

2.4.4 Amendments to the RFP Document

- i. At any time prior to the deadline for the submission of Bids, HITES may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
- ii. The addendum/ corrigendum will be available on HLL/HITES website, www.lifecarehll.com/tenders, <http://hllhites.com/tender> and CPP Portal - <http://www.eprocure.gov.in>. Separate notification/advertisement will not be made for this in the print media.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HITES may, at its discretion, extend the deadline for the Submission of Bids.

2.5 Preparation of Bid

2.5.1 Bidders responsibility

- i. The Bidder is solely responsible for the preparation of Bids and details therein.

- ii. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Sub-clause 1.3.3 of Notice Inviting Bids including instructions, conditions, forms, terms, Client's requirements etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and HITES will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2.5.2 Project Inspection and Site Visit

- i. The Site information given in this RFP is for guidance only. The Bidder is advised to visit and examine the Site and its surroundings at his/their cost and obtain all information that they may deem necessary for preparing the Bid. Bidder can obtain information from HITES regarding contact persons for the site visit. Any expenditure towards preparation of bids shall be borne by the bidder at his/their own cost.
- ii. HITES shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by HITES.

2.5.3 Documents Comprising the Bid

The Bidders shall submit their bids in three parts i.e., (i) Technical Package Part I, (ii) Technical Package Part II & (iii) Financial Bid.

The Technical Package has to be submitted in two parts (i) Technical Package Part-I and (ii) Technical Package Part-II

Technical Package Part – I shall consist of information confirming responsiveness and other information from Bidders as required under this RFP and Technical Package Part-II shall consist of the Technical Bid.

(I) Technical Package Part – I shall contain the following:

- a) Form of Bid, as per Form A
- b) Checklist for the enclosed documents as per the format attached as Annexure 1
- c) Demand Draft for Tender Processing Fee of Rs. 5000/-
- d) Bank Guarantee, as per the format attached as Form B, towards Bid Security in original in a separate envelope, sealed and duly marked "Bid Security"

- e) Power of Attorney as per form D (in favor of the authorized signatory of the Bidder) to submit Bid.
- f) Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form F)
- g) Initialed RFP document as listed in Clause 1.3.3 of Notice Inviting Bids
- h) Documentation of Experience of successfully completing projects of similar nature in the form T-1(A) meeting the eligibility criteria as per Clause 2.2 above, with certificate issued by the Client Organization for the said works as per Form T-1(C) for each work.
- i) Form T-1(B), Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2, with certificate issued by client as per Form T-1(C) for each work.
- j) Financial Information in Form T-1(D).
- k) Undertaking against blacklisting/debarred Form T-1(E)

The Bidder is required to submit certificate of completion of assignment issued by the respective Client Organization as a proof of meeting the Eligibility Criteria stipulated under clause 2.2. Self-Certification by the firms for their works shall not be considered for prequalification. Form T-1(C) to be used for this purpose.

However, HITES reserves the right to seek any clarification from bidders for details submitted with this package of Bid. Wherever sought, during evaluation by HITES, the Bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc. clearly giving the reference to the evidence against the relevant portion.

(II) Technical Package Part – II shall contain the following:

- (a) Technical Bid** – All such documents which are required to substantiate criteria as per clause No. 4.2, are to be submitted in this part
- (b) Organizational Capability – Proposed team for the assignment**
 - i. Academic qualifications and Relevant work experience of the Team Leaders and Key Resource Personnel of the staff in Form T-2
 - ii. CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last twelve (12) years. In **addition** to the above, following information shall also be furnished in **Technical Package Part-II**:
 - iii. An organization chart for the present Consultancy Assignment with roles and responsibilities of each key staff member (identified by name), within the overall work program.

Note:

1. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of HITES shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.
2. All documents issued for the purpose of bidding as described in Clause 1.3.3 of Notice Inviting Bids and any amendments issued in accordance with Clause 2.4.4 shall be deemed as incorporated in the Bid.

III. FINANCIAL BID Envelope No. III shall comprise the following:

FINANCIAL BID: The Financial bid shall be sealed in separate envelope marked “ FINANCIAL BID” and shall be submitted along with the bid as per the “ Format for the Financial Proposal” (Appendix 2) duly filled in and signed. The financial package (Appendix 2 - PRICE BID) should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, VAT, etc. excluding Goods and Services tax as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. Bids containing any conditions in Envelope III shall be summarily rejected.

- (A) Goods and Services Tax (GST) , if any, paid by the appointed Acoustical Design Consultant on the payment released to them under this Contract shall be reimbursed, at actuals, on the submission of documents for proof of payment towards the same by the Acoustical Design Consultant. The Bidder must fill up the price as per format for the Financial Proposal (Appendix 2).
- (B) Bidders may note that the price should not be indicated in any of the document enclosed in Technical Package Part I or Technical Package Part II. Noncompliance shall entail rejection of the bid. Any addition, modification, alteration etc. if observed in any of the bid documents containing all volumes (all parts) at any stage the bid shall be summarily rejected.

2.5.4 Tender Processing Fees

The Bidder shall pay a Tender Processing Fee of Rs.5000.00 (Rupees Five Thousand only). Tender Processing Fee shall be enclosed along with technical package part I and shall be payable through a demand draft (non-refundable) drawn in favor of “HLL Infra Tech Services Ltd.”, payable at NOIDA/New Delhi. Any bids not accompanied by the Tender Processing Fees shall be rejected and shall not be considered for further evaluation / selection.

2.5.5 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be written in the English language. Supporting documents and printed literature

furnished by the Bidder, if any, may be in another language provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation may not be considered.

2.5.6 Currency of Bid

All payments for the project shall be made in Indian Rupees only.

2.5.7 Bid Security

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Clause 1.2 of Notice Inviting Bids.
- ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India or in the form of Demand Draft or Banker's cheque of a Scheduled Commercial Bank issued in favour of "HLL Infra Tech Services Limited" payable at New Delhi/Noida or fixed deposit receipt. The format of the Bank Guarantee shall be as per Form B provided in this RFP. The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid i.e. 225 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Bid Security shall be endorsed/pledged in favor of HITES and shall be submitted in a separate envelope super scribed "**Bid Security for "Appointment of Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA"**".
- iii. Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
- iv. The Bid Securities of unsuccessful Bidders shall be discharged/ returned by HITES as promptly as possible, after the expiration of the Bid Validity as defined in Clause 2.5.8.
- v. The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with HITES and on submission of Performance Security, as mentioned in Clause 3.5 of Terms of Reference.
- vi. The Bid Security shall be forfeited:
 - a. If a Bidder withdraws his Bid during the period of Bid Validity, or
 - b. In the case of the Successful Bidder,:
 - i. The necessary Performance Security for performance is not furnished as per Clause 3.5 and/or
 - ii. the Contract is not signed within the time limit specified in Clause 2.7.2
 - c. The Bidder tries to influence the Bid process/ employees of HITES/ members of Evaluation Committee in any manner or breaches standards of ethics as per Clause 2.10

2.5.8 Bid Validity

Bids shall be valid for a period as specified in Clause 1.2 of Notice Inviting Bids.

2.5.9 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, HITES may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

2.5.10 Format and Signing of Bid

- i. Bid documents (Technical Package Part I, Technical Package Part II and Financial Bid) shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.5.16 of the Instruction to Bidders.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HITES, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.5.11 Sealing and Marking of Bids

- i. The bid shall be submitted in three parts, Technical Package Part I and Technical Package Part II & Financial Bid. The Technical Package Part I and Technical Package Part II & Financial Bid shall be sealed in three separate envelopes clearly marked as “Technical Package Part I”, “Technical Package Part II” and “Financial Bid”. The three envelopes along with the envelope containing the Bid Security shall be wrapped in an outer envelope addressed to Vice President (ID), HLL Infra Tech Services Ltd. (HITES)., B-14A, Sector-62, Noida – 201307 duly super scribing on top **“Appointment of Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA”**. The outer envelope should also bear the name and address of the bidder.
- ii. The contents of Technical Package shall be as detailed under Clause 2.5.3 herein.
- iii. The Financial Bid shall be submitted as per the format for the Financial Proposal (Appendix 2) duly filled in and signed.
- iv. No responsibility will be accepted by HITES for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

2.5.12 Submission of Bids

- i. The envelope containing the bids comprising the Technical package Part I, Technical Package Part II and Financial Bid should be submitted to:

The Vice President (ID)

HLL Infra Tech Services Ltd. (HITES)

B-14A, Sector 62

Noida (UP.),

Pin Code: 201 307. INDIA

- ii. The last date and time for submission of Bids is given in Clause 1.2 of Notice Inviting Bids. HITES may, at their discretion, extend this date, in which case all rights and obligations of HITES and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. HITES shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- iv. Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Bidders should note that the Bids should be submitted before the last date and time for submission of completed Bids as given in Clause 1.2 of Notice Inviting Bids.

2.5.13 Modifications/ Substitution/ Withdrawal of Bids

- i. The Bidder may modify, substitute, or withdraw his submitted Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by HITES on or before the last date for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- ii. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids in accordance with Clause 2.5.10 and 2.5.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

2.5.14 Bid Due Date

- i. Bids should be submitted before the stipulated date and time as specified in Clause 1.2 of Notice Inviting Bids.

- ii. HITES may at its sole discretion, extend the Bid due date by issuing an addendum in accordance with Clause 2.4.4.

2.5.15 Late Bids

Any Bid received in office of the Vice President (ID), HLL Infra Tech Services Ltd. (HITES) after the deadline prescribed for submission of Bids in Clause 1.2 of Notice Inviting Bids herein will be returned unopened to the Bidder.

2.5.16 Power of Attorney

Bidders shall submit along with Part 1 of the technical Bid, Power of Attorney as per Form D, on a non-judicial stamp paper of an appropriate value duly notarized, in favor of the authorized person signing the Bid documents. The said authority shall also include authority to make corrections/ modifications and interacting with HITES and for acting as the contact person.

2.6 Bid Opening and Evaluation

2.6.1 Bid Opening

- i. The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids in the office of the Vice President (ID), HLL Infra Tech Services Ltd.(HITES), B-14A, Sector62, Noida (U.P.), INDIA, Pin Code – 201307. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 2.5.13 shall not be opened.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in clause 2.5.3. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by HITES and the said Bidder's Proposal will not be considered for further processing/evaluation.
- v. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HITES or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package Part II of only those bidders shall be opened whose Bid Security, Tender Processing Fee are found in order and who also meet the qualification/eligibility Criteria as given at Clause 2.2.
- vii. The bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be

confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.

- viii. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections
- ix. The proposals shall be valid for a period of 180 days from the closing date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

2.6.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, HITES will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
 - a. Is received by the Bid due date as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.
 - b. Is signed, sealed and marked as stipulated in Clauses 2.5.10 and 2.5.11
 - c. Is accompanied by the Power(s) of Attorney as specified in Clause 2.5.16
 - d. Contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.
 - e. Is valid for the validity period as set out in Clause 2.5.7 and 2.5.9
 - f. Is accompanied by required fee for the RFP
 - g. Is accompanied by the Bid Security
 - h. Conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by HITES. The decision of HITES as to which Bids are not substantially responsive shall be final and binding.

2.6.3 Evaluation of Bids

- i. Combined Quality Cum Cost Based Selection (CQCCBS), with separate marking for Technical and Financial bids, would be done for the proposals received

against the RFP. HITES would examine and evaluate Bids in accordance with the criteria set out in **Section IV**.

- ii. HITES reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or found out; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

2.6.4 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical package only. Bidder shall not be allowed to submit, on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidder accurately and specifically in their technical proposal avoiding ambiguous answers. However, HITES reserves the right to seek any clarification from Bidders for details submitted with technical package.

2.6.5 Confidentiality

- i. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.
- ii. Any effort by a Bidder to influence the employees of HITES/ members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

2.7 Award of Contract

2.7.1 Notification of Award

- i. Prior to the expiry of the period of Bid Validity, HITES will notify the successful Bidder by Tele-fax or by e-mail, in writing by registered post/ by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, HITES will pay to the Acoustical Design Consultant in consideration of the work performed by the Acoustical Design Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of HITES. No correspondence will be entertained by HITES from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder as per clause 3.5, HITES will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

2.7.2 Signing of Agreement

- i. HITES shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 07 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HITES and the Acoustical Design Consultant through their authorized signatories will be supplied by HITES to the Acoustical Design Consultant.
- iv. In case Successful Bidder does not sign the Contract with HITES, HITES reserves the right to forfeiting EMD and processing further as deemed fit.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

2.8 Conflict of Interest

2.8.1 HITES requires that Acoustical Design Consultant provides professional, objective, and impartial advice and at all times hold HITES's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

2.8.2 Without limitation on the generality of the foregoing, Acoustical Design Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

- (i) **Conflicting activities;** A firm that has been engaged by HITES to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- (ii) **Conflicting assignment/job;** An Acoustical Design Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Acoustical Design Consultant to be executed for the same or for another Client. For example, a Acoustical Design Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Acoustical Design Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of,

such assets.

- (iii) **Conflicting relationships;** An Acoustical Design Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of HITES's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been disclosed and thereafter resolved in a manner acceptable to HITES throughout the selection process and the execution of the Contract.

2.9 Employment of Officers/ Retired Officers of MoHFW /HITES

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of MoHFW/ HITES in any capacity unless such employee has completed at least One year post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect from MoHFW/ HITES as the case may be.

2.10 Standards of ethics

HITES desires that the Acoustical Design Consultant shall observe the highest standard of ethics during the selection and execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

"Collusive practice" means a scheme, arrangement or understanding between two or more Acoustical Design Consultants, with or without the knowledge of HITES, designed to establish prices at artificial noncompetitive levels.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.

- (b) It is further provided that :-

- (i) HITES will reject a proposal for award if it determines that the Acoustical Design Consultant recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;
- (ii) HITES will declare an Acoustical Design Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government

contract if it at any time determines that the Acoustical Design Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

2.11 HITES's right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, HITES reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for HITES's action.

HITES reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- a. In case no Bid is received.
- b. occurrence of any event due to which it is not possible to proceed with the selection process
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
- d. it is discovered that Bidders have breached standard of ethics as per clause 2.10
- e. any other reason, which in the opinion of HITES necessitates the cancellation of the selection process

On occurrence of any such event, HITES shall notify all the Bidders within 7 days of such decision. HITES shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. HITES is not obligated to provide any reason or clarification to any Bidder on this account. HITES's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by HITES on this account.

SECTION III

TERMS OF REFERENCE

3.1 Purpose of the Assignment

HITES intends to Appoint “Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA”.

The Acoustical Design Consultant shall be associated with HITES and shall be responsible for services as mentioned in the scope of work as per clause 3.2 of Terms of Reference. The services shall be provided at all stages of the Project including the conceptual design stage, pre-construction stage, construction stage and completion stage.

3.2 Scope of work

a. Master Planning & Concept Design Stage:

- (i) Setting of acoustical norms /requirements for various types of occupancies.
- (ii) Review of Master Plan and Concept Designs prepared by the Architectural Consultant w.r.t acoustics, noise & vibration implications and provide observations, as necessary, and, develop acoustics, noise and vibration criteria for the project w.r.t:
 - Exterior to interior noise
 - Noise/sound control within interior area
 - Sound isolation
 - Impact isolation
 - Noise & vibration control in services such as MEP, Lifts etc.
 - Structural vibration for spaces that will house vibration of medical equipments, operation theaters and other sensitive areas.
 - Reverberation Time
 - Any other relevant parameters
- (iii) Submission of reports of the design features & other relevant data for the planning process & budgetary cost estimate.
- (iv) Participate in the schematic and design development process including master planning, concept designing etc.

b. Tender Stage:

The Client shall appoint the agency for the execution of the work. It is anticipated that the tenders are likely to be invited in EPC mode. The Acoustic Design Consultant shall provide required inputs for preparation of estimates, specifications, drawings, particular specifications and conditions w.r.t the Acoustic design for incorporation in the tender for Building & services. The documents so provided by the acoustical design consultant shall cover all the required documents/services w.r.t acoustic, noise and vibration incl. the details as follows:

- i. Preparation of relevant details, specifications, construction techniques with details of proposed materials & suppliers, criteria & other terms and conditions to be incorporated in Tender documents.
- ii. Preparation of cost estimates.
- iii. Assistance to HITES during the bidding process incl. attending all meetings, replies to bidders' queries, bid evaluation etc.

c. Detailed Design & Construction Stage:

During the detailed designing stage, the Acoustical Design Consultant shall provide:

- i. All the required documents/services w.r.t acoustic, noise and vibration such as:
 - a. Review of detail design and providing the required observation(s).
 - b. Assistance to HITES during finalization of detail designs incl. attending all meetings, etc.
- ii. Review and provide recommendations to HITES regarding approval of product submittals, drawings etc. for compliance with specified requirements in the areas of acoustics, noise and vibration design elements.
- iii. Conduct inspections of materials & equipment at suppliers/ manufacturers/ vendors' establishment w.r.t acoustics, noise and vibration design elements.
- iv. Conduct periodic site inspections as required to evaluate implementation of acoustical design elements.
- v. Assistance to HITES incl. attending all meetings, etc.
- vi. Perform final noise & vibration measurements and submission of final inspection report on completion of work.

3.3 Deliverables and Timelines

The Acoustical Design Consultant shall deliver the following to the Executing Agency:

Sl. No	Deliverables	Time from the date of Start of Work (Months)
1	Completion of assignments as per Master Planning & Concept Design Stage { Clause 3.2 a) above}	2 months
2	Completion of assignments as Tender stage {as per Clause 3.2 b) above}	6 months
3	Completion of assignments as per Detailed Design & Construction Stage{ as per Clause 3.2 c) above}	36 months

3.4 Terms of Payment

3.4.1 Assignment Fee :

HITES shall pay to the successful Acoustical Design Consultant, an Assignment fee equivalent to a sum of their quoted price in the Financial Proposal for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, (but excluding GST), to be paid by the Acoustical Design Consultant, any other fee/ expenditure incurred by the Acoustical Design Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HITES requirement. No variation in contract price shall be admissible whatsoever may be the reason.

The rates quoted by the Acoustic Design Consultant shall be firm, inclusive of all expenditure incl. the travel expenses, boarding and lodging towards visits to project site /HITES office/ MoHFW for attending meetings/ inspections as per the requirements of the project.

Goods and Services Tax (GST) , if any, paid by the appointed Acoustical Design Consultant on the payment released to them under this Contract shall be reimbursed, at actuals, on the submission of documents for proof of payment towards the same by the Acoustical Design Consultant.

The Bidder shall note that this Fee is full and final and no other payment shall be made by HITES in this regard. Further, such a payment shall not bind HITES in any manner, whatsoever it may be, unless otherwise explicitly stated in the Contract; the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian tax laws.

3.4.2 Payments Terms

Payments shall be made as per Clause-4.2 of Volume-III of the RFP. All the stage payments shall be done after acceptance of deliverables.

3.5 Performance Security

- i. Successful Bidder shall furnish to HITES a security in the form of a performance bank guarantee for an amount of 5% [Five Percent] of the total Assignment Fee towards satisfactory performance of Acoustical Design Consultant towards the Contract. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and shall be as per Form C provided in the RFP. The Performance Security shall be furnished within the time limit specified in Sub-clause 2.7.2.
- ii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- iii. The said performance security shall be refunded within 60 days after the successful completion of the deliverables as per clause 3.3.

3.6 Sub-contracting

The Acoustical Design Consultant shall not subcontract whole of the work. The Acoustical Design Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HITES.

3.7 Available Information

The Site survey/ topographical plan shall be supplied to the Acoustical Design Consultant for assistance in preparation of his Bid.

Any other information available with HITES, which can help the Acoustical Design Consultant during the Project, shall be shared by HITES with the Acoustical Design Consultant at their discretion and at the request of the Acoustical Design Consultant.

3.8 Quality Assurance

The Acoustical Design Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Acoustical Design Consultant shall correspond to the international best practices.

3.9 Ownership of the Designs and Drawings

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to HITES/MoHFW and HITES /MoHFW shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HITES/MoHFW during the terms of the copyright and the Acoustical Design Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HITES/MoHFW to give effect to and secure the abovementioned rights of HITES/MoHFW in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design or documents prepared by the Acoustical Design Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Acoustical Design Consultant in connection with the Project.

The Acoustical Design Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of HITES and any such act without the permission of HITES shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HITES on or before the cancellation of the selection process shall become the property of HITES and the Bidders shall have no claim on such documents/design.

3.10 Force Majeure

- i. War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Acoustical Design Consultant shall be granted only necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- ii. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

SECTION IV

EVALUATION PROCESS AND CRITERIA

4.1 Evaluation Process

The bids shall be evaluated in following stages:-

4.1.1 Stage-1:- The Technical Package (Part I)

- i. Bid Security and Tender Processing Fee, as part of Technical Package- Part I, shall be opened & scrutinized for its correctness.

4.1.2 Stage 2:- The Technical Package Part II

- i. In case the Bid Security and Tender Processing Fee, submitted by the bidders, under Technical Package Part I, are found in order, the Technical Package Part II shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar class of works completed.
- ii. The Technical Proposal Part II shall be evaluated by the Evaluation Committee for the parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score based on the qualification criteria laid down in Form T-3.
- iii. Bidders securing minimum 60% marks overall shall be declared as technically responsive bidders.

4.1.3 Stage 3:- Financial Package

4.2 Technical Evaluation- Technical Package-II

4.2.1 The technical Bids shall be evaluated as per criteria mentioned in the NIB.

4.2.2 The technical Bid shall be evaluated by the Evaluation Committee based on the qualification criteria laid down in Form T-3. The financial Bid of only those Bidders who are technically qualified shall be opened.

4.2.3 The financial Bids of Bidders whose technical Bids are found unacceptable shall be returned unopened.

4.2.4 HITES shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.2.5 **Technical Evaluation Criteria (Maximum marks 100)**

- | | |
|---|------------|
| a. Technical Staff Strength (regular employment) | : 25 Marks |
| b. Experience of Acoustical Design work in Hospital Projects during last twelve years | : 15 Marks |
| c. Experience of Acoustical Design work in Project within 10 km of Airport completed during last twelve years | : 30 Marks |
| d. Current Acoustical design building works in progress | : 15 Marks |
| e. Financial turnover | : 10 Marks |

- f. International Level Acoustical design Projects completed during : 05 Marks
 last twelve years
Total : **100 Marks**

- 4.2.6 In preparing the technical Bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at their own risk and may result in rejection of their Bid.
- 4.2.7 The technical Bid should provide the required information, using the formats attached in Appendix-1. CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last twelve (12) years. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:
- 4.2.8 Bidder shall submit the Financial Information as per Form T-I(D)
- 4.2.9 The technical Bid shall include all information as required and shall not include any information related to their financial Bid.

4.3 Financial Bid

The financial Bid shall be submitted in Envelope No. III, physically as per the "Formats for Financial Bid". The Price shall be quoted as total all-inclusive lump sum price inclusive of all applicable taxes & duties etc. (Excluding GST) in Indian Rupees only.

4.4 Submission of Bid

The Bidders should submit their Bids as per Clause 2.5 of this document.

The Technical and Financial Bids must be delivered at the submission address on or before the time and date as mentioned in Clause 1.2.

Any bids received by HITES after the deadline for submission shall be returned unopened.

HITES shall not be responsible for misplacement; losing or premature opening if the outer cover is not sealed and/or marked as stipulated. This circumstance may lead to bid rejection.

Bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bid. The authorized person or persons signing the Bid shall initial all pages of the Bid.

The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the Bid shall initial any such corrections.

The Bids shall be valid for a period of 180 days from the last date of its submission. During this period, the bidder shall keep available the professional staff proposed for the assignment.

4.5 BID EVALUATION

Evaluation of bids shall be carried out by the **Evaluation Committee** appointed by HITES by allocating marks to the **Technical Bid** as per clause 4.2.

After the evaluation of Technical Bids is complete, HITES shall notify the eligible bidders indicating the date and time set for opening the Financial Bids.

The Financial Bids shall be opened in the presence of the eligible Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

- a. Financial Bid: As already mentioned the Financial Bid should be submitted physically in Envelope No.III, along with Technical Package Part I & II
- b. The financial Bid shall be submitted by the bidders in conformity with Appendix 2. Financial Bid submitted in any other format will stand disqualified & rejected. Lowest financial Bid (F_m) shall be given a financial score (S_f) of 100 points. The financial score of the other financial Bids (F_o) shall be computed as follows:

$$S_f = 100 \times F_m (\text{Lowest financial Bid}) / F_o (\text{Other financial Bid})$$

- c. The representative's authorization shall be confirmed by written power of attorney accompanying the Bid.
- d. Bids determined to be substantially responsive will be checked by HITES for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :
 - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
 - ii. Incorrectly added totals will be corrected.
 - iii. In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail
- e. The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

4.6 Final Ranking:

- 4.6.1 Bids shall finally be ranked according to their combined technical (S_t) and Financial (S_f) scores using the weights (T =the weightage given to the technical Bid=70%; F =the weightage given to the financial Bid=30%; Total $T+F = 100$) indicated below.

$$\text{Total Score (S)} = S_t \times T + S_f \times F$$

- 4.6.2 The bidder securing the highest total score (S) shall be declared successful and considered for award of work. In case of a tie, bidder with higher technical score

will be considered for award of work

- 4.6.3 The Successful Bidder would be notified in writing by HITES by issuing the Letter of Award (LOA) in favor of the Bidder.
- 4.7** HITES reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. HITES also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

ANNEXURE 1 - CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

Sl. No.	Document	No. of sets to be submitted	Page no.
TECHNICAL PACKAGE PART I (Physical submission)			
1.0	Form of Bid- (Form A)	(Original)	
2.0	Tender Processing Fee in the form of demand draft/payment receipt	(Original)	
3.0	Bid Security (Form B) in separate sealed envelope	(Original)	
TECHNICAL PACKAGE PART II (Physical submission)			
4.0	Power of attorney for person signing the Bid (Form D)	(Original)	
5.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form F)	(Original)	
6.0	Initialed Bid Documents	(Original)	
7.0	Details of the assignments of Acoustical Design works in Hospitals meeting the eligibility criteria as per clause 2.2 completed in the last twelve years T-1(A)	(Original)	
8.0	Details of the assignments of Acoustical Design work in Hospital Project/ Public Utility/ Institutional Project within 10 km of Defence Airport completed during last 12 years T-1(B)	(Original)	
9.0	Details of the assignments of Acoustical Design work in Hospital Project/ Public Utility/ Institutional Project within 10 km of Civil Airport completed during last 12 years T-1(C)	(Original)	
10.0	Current Acoustical building works in progress, Form T-1(D)	(Original)	
11.0	Performance Report certificate issued by Client T-1(E)	(Original)	
12.0	Financial Information in Form T-1 (F).	(Original)	
13.0	Undertaking that Bidder is not blacklisted / debarred, Form T-1(G)	(Original)	
14.0	List of International Projects Form T-1 (H)	(Original)	
15.0	Form T-2 – Details of the Team Leader & Team members	(Original)	
16.0	Form T-3 -Criteria for evaluation of Performance of Consultants	(Original)	
FINANCIAL PACKAGE PART III (Physical submission)			
17.0	Appendix-2	(Original)	

FORM OF BID

To,

Vice President (ID)
HLL Infra Tech Services Ltd. (HITES)
B-14A, Sector-62
Noida (U.P.), INDIA, 201307

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold HITES responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 07 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this RFP for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications / amendments by HITES in the terms and conditions of the RFP.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HITES, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;
 - a. All documents as per the checklist
 - b. Bank guarantee for Rs. _____ (Rupees _____ only) issued by _____ (name of the bank) valid until _____ towards Bid Security
 - c. Demand draft no _____ dated _____ issued by _____ (name of the bank) for Rs 5,000 (Rupees five thousand Only) drawn in favor of M/s HLL Infra Tech Services Ltd. (HITES), payable at NOIDA/New Delhi

Note: (i). The Appendix forms part of the Bid
(ii) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2017**

Signature

Name..... in the capacity of
duly authorized to sign Bids for and on behalf of.....

Address

Telephone / Mobile No:

Witness – Signature

.....

Name

Address

Occupation

Telephone / Mobile No:

APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	Five percent (5%) of the Total Assignment Fee.
ii.	Date of commencement of work	From the date of issue of Letter of Award
iii.	Time for completion from the date of issue of the Letter of Award	Projected duration for the completion of the project including its stabilizing and commissioning is 36 months. The Acoustical Design consultant shall be associated with the project till its completion.
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Acoustical Design Consultant	60 days

Signature (Authorized Signatory)

Date

Name

Place

Address

Form B
- Format for Bid Security

Page 1 of 2

FORM FOR BID SECURITY BANK GUARANTEE

KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called “the Bank”) are bound unto HLL Infra Tech Services Limited (hereinafter called “HITES”) in the sum of Rs.------(Rupees-----only) for which payment will and truly to be made to the said HITES, the bank binds itself, its successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated___for providing -----

AND WHEREAS the Bidder is required to furnish a bank guarantee for the sum of Rs. ____ (_____ Rupees only) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS _____(Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

1. We further agree as follows:
 - a. That HITES may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HITES and the Bidder.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
 - c. That any account settled between HITES and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up) (up to 180 days from the closing date of submission of Bid or any extension thereof). (The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid)
 - e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
2. The conditions of this obligation are:
 - a. if the Bidder withdraws his Bid during the period of Bid Validity, or

- b. if the Bidder does not accept the correction of his Bid Price as corrected by the Evaluation Committee
- c. if the Bidder having been notified of the acceptance of his Bid by HITES during the period of Bid Validity :
 - (i) fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price
 - (ii) fails or refuses to enter into a Contract within 15days of notification of the acceptance of his bid by HITES

We undertake to pay to HITES upto the above amount upon receipt of his first written demand, without HITES having to substantiate his demand provided that in his demand HITES will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Signature of

Authorized official of the Bank

Name of official Designation

Stamp/Seal

of the Bank

**Form-C-
Format for Performance Security Bank Guarantee**

Page 1 of 2

**FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)**

To,

Vice President (ID)
HLL Infra Tech Services Limited
B-14-A, Sector-62, Noida -201307

Dear Sir,

In consideration of the CLIENT/HITES for _____ which expression shall include his successor and assignees represented by his consultant, M/s HLL Infra Tech Services Limited, B-14-A, Sector-62, Noida -201307, (herein after called HITES) having awarded to M/s _____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ a Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only).

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's

obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis a vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of _____.
8. This guarantee is valid till _____ (date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with

the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

12. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 2017

For and on behalf of Bank.

Issued under seal :

**Form D-
Format for Power of Attorney for authorized signatory**

Page 1 of 1

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing -----, including signing and submission of all documents and providing information / responses to HITES, representing us in all matters before HITES, and generally dealing with HITES in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated thisDay of2017

..... (Executants)

Note:

- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ◆ *This Power of Attorney should be provided on non-judicial stamp paper duly notarized of appropriate value.*

Form E

FORMAT OF CONTRACT AGREEMENT

Page 1 of 2

This agreement is made at New Delhi on the _____ day of _____ **2017** Between HLL Infra Tech Services Ltd.(HITES) hereinafter called “HITES” of the one part and _____ (Name of the Acoustical Design Consultant) (Address of the Acoustical Design Consultant) of _____ hereinafter called “the Acoustical Design Consultant” of the other part.

WHEREAS HITES is desirous that certain Services should be provided and certain works should be executed for _____ of the Proposed All India Institute of Medical Sciences at Gorakhpur (U.P.), INDIA and has accepted a Bid by the Acoustical Design Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a. Expression of Interest
 - b. Notice Inviting Bid
 - c. Instructions to Bidders (Including Annexure)
 - d. Terms of Reference
 - e. General Conditions of Contract (GCC)
 - f. Client’s Requirements
 - g. Bid submitted by the Acoustical Design Consultant.
 - h. Schedule of milestones
 - i. Form of Bid with Appendix
 - j. Letter of Award (LOA)
 - k. Addendums/corrigendum issued, if any
3. In consideration of the payments to be made by HITES to the Acoustical Design Consultant as hereinafter mentioned, the Acoustical Design Consultant hereby covenants with HITES to execute and complete the Project by _____.
4. HITES hereby covenants to pay the Acoustical Design Consultant in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. _____ being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Obligation of the Acoustical Design Consultant

The Acoustical Design Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Acoustical Design Consultant shall keep HITES fully indemnified against liability of tax, interest, penalty etc. of the Acoustical Design Consultant in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Acoustical Design Consultant	For and on behalf of the CLIENT /HITES
Signature of the authorized official	Signature of the authorized official
Name of the Acoustical Design Consultant Stamp / Seal of the Acoustical Design Consultant	Name of the official Stamp / Seal
SIGNED, SEALED AND DELIVERED By the said	By the Said
on behalf of the Acoustical Design Consultant	on behalf of the CLIENT /HITES
in the presence of: Witness _____ Name _____ Address _____	in the presence of: Witness _____ Name _____ Address _____

INTEGRITY PACT

To,
Vice President (ID),
HLL Infra Tech Services Ltd. (HITES),
B-14A, Sector-62,
Noida (U.P.)
Pin Code– 201 307

Sub: Submission of Bid for the -----.

Dear Sir,

I/We acknowledge that HLL Infra Tech Services Ltd.(HITES) 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 RFP 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 RFP.

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 HLL Infra Tech Services Ltd. (HITES) (*Executing Agency*). 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, HLL Infra Tech Services Ltd.(HITES) 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 Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the HITES

INTEGRITY AGREEMENT

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

BETWEEN

HLL Infra Tech Services Ltd.(HITES), represented through, the Vice President (ID), HLL Infra Tech Services Ltd.(HITES) as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project (Hereinafter referred as the '**Executing Agency**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual /firm /Company) Through..... (Details of duly authorized signatory) (Hereinafter referred to as the "**Bidder/ Acoustical Design Consultant**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the **Executing Agency** has floated the RFP (Tender No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Executing Agency 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 Acoustical Design Consultant (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 Executing Agency

The Executing Agency commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Executing Agency, 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 Executing Agency will, during the Tender process, treat all Bidder(s) with equity and reason. The Executing Agency will, in particular, before and during

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

- (c) The Executing Agency shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Executing Agency 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 Executing Agency will inform the Chief Vigilance Officer of the Executing Agency and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)

- (1) It is required that each Bidder/Acoustical Design Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Client/HITES 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) The Bidder/ Acoustical Design Consultant commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder/ Acoustical Design Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Executing Agency'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 Bidder/ Acoustical Design Consultant will not enter with other Bidder(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 Bidder/ Acoustical Design Consultant will not commit any offence under the relevant IPC/PC Act. Further the Bidder/ Acoustical Design Consultant will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Executing Agency as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder/ Acoustical Design Consultant of foreign origin shall disclose the names and addresses of representatives in India, if any. Similarly Bidder/

Acoustical Design Consultant of Indian Nationality shall disclose names and addresses of foreign representatives, if any.

- (3) The Bidder/ Acoustical Design Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder/ Acoustical Design Consultant will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Client/HITES interests.
- (5) Bidder/ Acoustical Design Consultant will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the Bidder/ Acoustical Design Consultant, 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 Executing Agency after giving

14 days' notice to the Bidder/ Acoustical Design Consultant shall have powers to disqualify the Bidder/ Acoustical Design Consultant from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Acoustical Design Consultant from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Executing Agency. Such exclusion may be forever or for a limited period as decided by the Executing Agency.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Executing Agency 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 Executing Agency apart from exercising any legal rights that may have accrued to the Executing Agency, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Acoustical Design Consultant.

- (3) **Criminal Liability:** If the Executing Agency obtains knowledge of conduct of a Bidder/ Acoustical Design Consultant, or of an employee or a representative or an associate of a Bidder or Acoustical Design Consultant which constitutes corruption within the meaning of IPC Act, or if the Executing Agency has substantive suspicion in this regard, the Executing Agency will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder 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 Bidder 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 Bidder/ Acoustical Design Consultant as deemed fit by the Executing Agency.
- (3) If the Bidder/ Acoustical Design Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Executing Agency may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders

- (1) The Bidder/Acoustical Design Consultant undertake(s) to demand from all his sub-consultants commitment in conformity with this Integrity Pact. The Bidder/ Acoustical Design Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of his sub-consultants.
- (2) The Executing Agency will disqualify Bidders, who do not submit, the duly signed Pact between the Executing Agency 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. For successful bidder/Acoustical Design Consultant, it shall be valid upto 12 months after the completion of work under the contract and for all other bidders, the validity shall be till the Contract has been awarded.

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Executing Agency, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not

been made.

- (3) If the Bidder/Acoustical Design Consultant is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners. 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 intensions.
- (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 Executive Agency in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Executing Agency)

.....
(For and on behalf of Bidder/Acoustical Design Consultant)

WITNESSES:

3.
(Signature, name and address)

4.
(Signature, name and address) Place:

Dated :

APPENDIX 1

Formats for Technical Bid

FORMAT OF WORK EXPERIENCE CERTIFICATE

01.	Name of Agency	
02.	Name of Client & Address	
03.	Name of work / Project & Location	
04.	Agreement No.	
05.	Scope of work / services provided	
06.	Whether Work is physically completed at site	YES / NO
07.	Date of Start	
08.	Date of physical completion of all work at site :	
	i) Stipulated date of completion	
	ii) Actual date of completion	
09.	Amount of compensation levied for delayed completion, if any	
10.	Overall Performance Report :	
11.	Distance from Airport	
12.	Project Value	
13.	Nos. of Beds in Hospital	
14.	Whether Hospital is Super Specialty / Multi Specialty	
15.	Whether Hospital is with Teaching Facility	
16.	Name of Associated firms & Services provided by them, if any	Name of Firm
		Service provided

Dated: _____

Signature :

Name :

Designation :

Contact No. :

Email-id :

Executive Engineer /authorised signatory or Equivalent

FORM – –T-1(F)**Financial Information of the Bidder****(Rs. In lacs)**

Financial Year {Details to be provided for immediately preceding 3 years}	Financial turn over from consultancy fee
	F.Y 2013-14
F.Y 2014-15	
F.Y2015-16	
Average Annual Turnover over the past three years	

Financial Year {Details to be provided for immediately preceding 5 years}	Net Profit after Tax of bidder
F.Y 2011-12	
F.Y 2012-13	
F.Y 2013-14	
F.Y 2014-15	
F.Y2015-16	

Certificate from the Statutory Auditors

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of consultancy fees.

Name of the audit firm:
Seal of the audit firm

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. In such case, the bidder should mandatorily include supportive proof in the form of relevant extracts of the certified/audited balance sheet(s), Income Tax Returns, etc.

Notwithstanding anything stated above or elsewhere in the document, HITES reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

Form T-1G

UNDERTAKING

(Should be provided on non-judicial stamp paper duly notarized of appropriate value)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby confirms M/s _____ have not been blacklisted/debarred by any State/Central Government/ Agency/Public Sector Undertaking as on the last date of submission of the bids.
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HITES.

Signed by an Authorized Officer of the Bidder

Form T-1H

LIST OF INTERNATIONAL LEVEL PROJECTS WITH EXPERIENCE IN ACOUSTICAL DESIGN WORKS **

S. No.	Name of Client	Name of Project	Covered Area	Cost of Work	Detail of the Project (Salient Feature of the Project)	Stage of the Project

**Signature of the applicant
Name & Designation**

Place:

Date:

**** International work means works done outside India.**

FORM T-2**QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS**

Name of the Staff	
Designation	
Name of the firm presently employed	
Years with the firm	
Proposed position	
Details of task assigned	
Key Qualifications (Give an outline of staff member's experience & training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)	
Education (Summarize college/university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)	
Employment Record	
Client Name & Location	
Brief description of work(to include all critical tasks carried out in the assignment)	

Note: Use separate sheet for each client

Name: Designation:
(To be signed by authorized signatory)

Form T-3**CRITERIA FOR EVALUATION OF PERFORMANCE OF CONSULTANTS**

Sl. No.	Attributes	Evaluation	Marks Allotted		
1.	Technical Staff Strength (Regular employment) (Max 25 marks)				
	Staff	Qualifications	Staff Nos.		Marks
	a) Team Leader / Chief Acoustician	Ph.D. or Post Graduate in Acoustics Engineering with experience of more than 15 Years in the field of acoustics, noise and vibration reduction.	1		8
			2 & above		10
	b) Senior Acousticians	Post Graduate in engineering with Experience of more than 10 Years in the field of acoustics, noise and vibration reduction	1		4
			2		6
			3 & above		8
	c) Associate Acousticians	Graduate in Engineering with experience up to 10 Years in the field of acoustics, noise and vibration reduction	1		1
			2		2
			3		3
			4		5
			5 & above		7
2.	Experience of Acoustical Design work in Hospital Projects completed during last twelve years (Max 15 marks)				
	No. of Beds		No. of completed Hospital projects/Marks		
	500 bedded Super-Specialty/ Multi-Specialty Hospital with Teaching facility		3 or more projects	2 projects	1 project
	OR				
	750 bedded Super Specialty/Multi-Specialty Hospital facility				
	OR				
	500 bedded Super Specialty/ Multi-Specialty Hospitals <i>(In this category 2 hospitals shall be treated as 1 project)</i>		15	12.50	10.5
3.	Experience of Acoustical Design work in Project within 10 km of Airport completed during last twelve years (30 marks)				
a	Hospital /Public Utility/ Institutional Building Project with minimum project value of Rs. 100 Cr. within 10 km of Civil Airport		10		
b	Hospital /Public Utility/ Institutional Building Project with minimum project value of Rs. 100 Cr. within 10 km of Defence Airport (with Fighter/ Jet take off/ landing)		20		
4.	Current Acoustical works in progress (Max 15 marks)				
	Value of Project		No. of Acoustical works /Marks		
	Rs. 100 Cr. and above		3 or more projects	2 projects	1 project
			15	12	10
5.	Financial Turnover (Max 10 marks)				
	Average Turnover in last 3 Financial Years		Above 10 Cr.	Above 5 Cr. & upto 10 Cr.	Up to 5 Cr.
			10	8	7
6.	Experience of Acoustical Design Works in International Level Projects (Max 5 marks)				
	Project Value above Rs. 100 Cr.		3 or more projects	2 projects	1 project
			5	3	1

Note:

- The exchange rate(s) for other currencies to INR shall be applicable as on the last date of submission of bid.

Appendix-2

Financial Bid Submission Form

FROM:

TO:

Subject: "Appointment of Acoustical Design Consultant proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA"

We, the undersigned, offer to "Appointment of Acoustical Design Consultant for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA" in accordance with your Request for Proposal. Our Financial Bid is as below -

<i>In figure (INR)</i>	
<i>In Words (INR)</i>	

Our Financial Bid shall be binding on us, subject to the modifications resulting from any Contract negotiations. Our Financial Bid is inclusive of all the direct and indirect taxes, duties/ cess, (but excluding GST), any other fee/ expenditure incurred by us.

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

Signature _____
(Authorized Signatory)

Full Name _____

Designation _____

Address _____

Proposed Site

(Mahadev Jharkhandi Part-II, Tehsil Sadar at Gorakhpur (U.P), INDIA)



HLL INFRA TECH SERVICES LTD. (HITES)
as
Executing Agency of
MINISTRY OF HEALTH & FAMILY WELFARE
Invites Request for Proposal (RFP)
of

**“Appointment of Acoustical Design Consultant for Preparation
proposed All India Institute of Medical Sciences
at
Gorakhpur (UP), INDIA”**

RFP Document
Volume – II
General Conditions of Contract



(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

B-14A, Sector – 62,
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

Volume II

General Conditions of Contract

1. DEFINITIONS

For the purpose of this Agreement, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1. "Assignment"** means the work to be performed by the Acoustical Design Consultant pursuant to the Contract.
- 1.2. "Authorized Representative"** shall mean the representatives of "HITES" and/or Acoustical Design Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3. "Contract"** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client's Requirements, Acoustical Design Consultant's Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4. "Day"** means calendar day.
- 1.5. "Acoustical Design Consultant"** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
- 1.6. "Government"** means the Government of India.
- 1.7. "Parties"** means HITES and Acoustical Design Consultant, each one individually referred to as Party.
- 1.8. "NIT" or "Notice Inviting Tender"** (Section 1 of RFP) means the Notice Inviting Tender issued by HITES which provides bidders with information needed to prepare their bids.
- 1.9. "Project Monitoring Committee"** means the Committee set up by HITES for the purpose of Monitoring of progress of the Project
- 1.10. "Services"** shall mean the services to be provided by the Acoustical Design Consultant as per the scope of work for the Project
- 1.11. "Terms of Reference" (TOR)** means the document included in the RFP in volume I section 3.

2. INTERPRETATION

The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Agreement.

3. SERVICES TO BE PERFORMED

Acoustical Design Consultant shall perform the Services as per the Scope of Work mentioned in the tender documents (RFP) as per the terms and conditions and within time frame specified in the Agreement.

4. DRAWINGS AND DOCUMENTS

All copyright and other proprietary rights in the Works shall vest and stand assigned to HITES/MoHFW and HITES/MoHFW shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HITES/MoHFW during the terms of the copyright and the Acoustical Design Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HITES/MoHFW to give effect to and secure the above mentioned rights of HITES/MoHFW in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design, DPR or documents prepared by the Acoustical Design Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Acoustical Design Consultant in connection with the Project.

The Acoustical Design Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HITES and any such act without the permission of HITES shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HITES on or before the cancellation of the selection process shall become the property of HITES and the Bidders shall have no claim on such documents/design.

5. GUARANTEES AND LIABILITIES

5.1. General

The Acoustical Design Consultant shall render the services in accordance with the Standards for Fitness for Purpose.

Acoustical Design Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Acoustical Design Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from Design and Acoustical Design defects and suitable for respective uses intended.

5.2. Liability of the Acoustical Design Consultant

The Acoustical Design Consultant shall be liable to HITES for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HITES as a result of default of the Acoustical Design Consultant in such performance due to his negligence..

5.3. Performance Security

- i. The Acoustical Design Consultant shall submit an irrevocable Performance Security of 5% (Five percent) of the agreed contracted amount in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 07 days of issue of letter of Award. This period can be further extended by HITES upto a maximum period of seven days on written request of the Acoustical Design Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HITES. This Security shall be in the form of Deposit at Call receipt of any Schedule bank/Banker's Cheque of any schedule bank/Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form-C annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Acoustical Design Consultant to the Client/HITES as part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Acoustical Design Consultant and the Acoustical Design Consultant shall forthwith on demand furnish additional security to the Client/HITES to make good the deficit.
- ii. The Performance Security shall be initially valid upto the stipulated date of Completion of all contractual obligations of the Acoustical Design Consultant plus 60 days beyond this date. In case the time for this completion of gets enlarged, the Acoustical Design Consultant shall get the validity of Performance Security extended to cover such enlarged time for completion. The performance Security shall be returned to the Acoustical Design Consultant, without any interest on approval of completion drawings by the local bodies and completion of his all contractual obligation.
- iii. HITES shall not make a claim under the Performance Security except for amounts to which HITES is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the Acoustical Design Consultant to extend the validity of the Performance Security as described herein above, in which event HITES may claim the full amount of the Performance Security.
 - b) Failure by the Acoustical Design Consultant to pay HITES any amount due, either as agreed by the Acoustical Design Consultant or determined under any of the Clauses/Conditions of the agreement,

within 15 days of the service of this effect by HITES.

- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of HITES.

6. ABANDONMENT OF WORK

- 6.1.** If the Acoustical Design Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Acoustical Design Consultant as aforesaid, HITES may make full use of all or any of the drawings prepared by the Acoustical Design Consultant and that the Acoustical Design Consultant shall be liable to pay such damages as may be assessed by HITES subject to a maximum of 10% (Ten percent) of the total fee payable to the Acoustical Design Consultant under this agreement. In addition to this, Bank Guarantee for Performance Security/ EMD shall be forfeited. HITES may make full use of all or any of the drawings prepared by the Acoustical Design Consultant and proceed from the stage from where the Acoustical Design Consultant left the work.
- 6.2.** If at any time after acceptance of offer of consultancy, HITES decides to abandon or reduce the scope of work for any reason whatsoever, HITES shall give notice to the Acoustical Design Consultant in writing to that effect and he shall act accordingly. The Acoustical Design Consultant have no claim to any payment of compensation or otherwise whatsoever. The Acoustical Design Consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

7. ASSIGNMENT FEES

HITES shall pay to the Acoustical Design Consultant, an Assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, except service tax as applicable. In respect of service tax, same shall be paid by the Acoustical Design Consultant to the concerned department and it will be reimbursed to them by HITES after satisfying that it has been actually and genuinely paid by the Acoustical Design Consultant. No extra cost shall be admissible for any modification in designs as per site requirement or HITES requirement. No variation in contract price shall be admissible whatsoever may be the reason.

The payment shall be as per schedule specified in the Terms of Reference and shall be released on completion and approval of each activity individually. The amount shall be payable in Indian Rupees only.

HITES shall certify completion of each activity. Acoustical Design Consultant shall submit his bill only after such certification by the HITES.

The Acoustical Design Consultant shall submit his bill to HITES for payment within 7 days of such bill becoming due. Upon receiving the bill, HITES shall further process the bill and make payment within 15 days of such submission. If any error/discrepancy is discovered by HITES in the bill submitted by the Acoustical Design Consultant, the same shall be reported to the Acoustical Design Consultant within 7 days of such discovery. In such cases, the Acoustical Design Consultant shall resubmit his bill within 7 days.

8. LIQUIDATED DAMAGES

In case the Acoustical Design Consultant is unable to adhere to the schedule as specified in the TOR, the Acoustical Design Consultant will be levied liquidated damages at the rate of half percent of the Assignment Fees for the Works for each week the Acoustical Design Consultant is in default subject to a maximum of 5% of the total Contract Value i.e., the Assignment Fee. In case of the Acoustical Design Consultant failing to pay the Liquidated damage charges, the same shall be adjusted by HITES from the performance security submitted by the Acoustical Design Consultant.

9. EXTENSION OF TIME

If the Acoustical Design Consultant is unavoidably hindered in carrying out the designs/ drawings on account of delayed decision or the approval by HITES which are necessary to carry out further work, he shall be allowed suitable extension of time by HITES, whose decision shall be final and binding on the Acoustical Design Consultant. No claim by the Acoustical Design Consultant shall be made against HITES for such delayed approvals/ decisions by HITES, except for grant of suitable extension of time.

10. VARIATION CLAUSE

The work shall be awarded on lump-sum basis. Total tentative area for the facilities required to be set up is as listed in Clause 4.1, Volume-III of the RFP is 1,46,631 sqm. This area is indicative.

11. INSURANCE : Deleted

12. INDEMNITY

12.1. Acoustical Design Consultant, without prejudice to any other remedy in the Contract, shall hold harmless and indemnify HITES and its agents, against any claims or liability because of personal injury or death of any employee of Acoustical Design Consultant and arising out of or in consequence of the performance of this Agreement.

12.2. HITES shall not be responsible for any loss or damage to property of any kind belonging to Acoustical Design Consultant or its employees, servants or agents.

12.3. Acoustical Design Consultant shall hold harmless and indemnify HITES against any

claim or liability arising in respect of:

- a) Injury to or death of Acoustical Design Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and

12.4. HITES undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Acoustical Design Consultant, sub consultants and specialists associated with them for the Project.

13. INDEMNITY FOR CLAIM AGAINST PATENTS

Acoustical Design Consultant shall indemnify and hold HITES harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against HITES by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Acoustical Design Consultant and furnished to HITES.

14. CONFIDENTIALITY

Acoustical Design Consultant shall not disclose to any third party, any information, data, design, drawings, plans, specifications, etc. at any time either in whole or in part, shall take all reasonable steps to preserve the confidentiality of the above information and shall not use the same for any other purpose.

15. FORCE MAJEURE

- 15.1.** For the purposes of this Agreement, "Force Majeure" means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 15.2.** Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.
- 15.3.** The Acoustical Design Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 15.4.** Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 15.5.** Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

16. STATUTORY REQUIREMENTS

During the tenure of this Agreement nothing shall be done by the Acoustical Design Consultant in contravention of any law, Act and/or Rules/Regulations, thereunder or any amendment thereof governing inter-alia customs, taxes, foreign exchange etc.

17. CHANGES AND ADDITIONS IN ACOUSTICAL DESIGN CONSULTANT'S SCOPE OF WORK

HITES shall have the right to request Acoustical Design Consultant, in writing, to make any changes, modifications, and/or additions to Acoustical Design Consultant's Scope of Work as defined in the RFP. Acoustical Design Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from HITES.

18. CONTRACT PERIOD

On signing by HITES and Acoustical Design Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, upto the end of the project as mentioned in NIT.

19. CONFLICT OF INTEREST

- 19.1.** HITES requires that Acoustical Design Consultant provides professional, objective, and impartial advice and at all times hold HITES's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 19.2.** Without limitation on the generality of the foregoing, Acoustical Design Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:
- (i) **Conflicting activities;** A firm that has been engaged by HITES to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - (ii) **Conflicting assignment/job;** A Acoustical Design Consultant (including its Personnel and Sub- Acoustical Design Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Acoustical Design Consultant to be executed for the same or for another HITES. For example, a Acoustical Design Consultant

hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Acoustical Design Consultant assisting a HITES in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Acoustical Design Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.**

- (iii) **Conflicting relationships;** A Acoustical Design Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of HITES's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HITES throughout the selection process and the execution of the Contract.

20. PUBLICATION

Unless otherwise specified in the Agreement, Acoustical Design Consultant either alone or jointly with others can publish material relating to the Design & services rendered under this agreement. Publication, however, shall be subject to approval of HITES if it is within 2 years of completion of the services.

21. SUSPENSION & TERMINATION

21.1. Suspension

HITES shall have right to suspend partly or as a whole at any time the performance of Services under this agreement, in such event, HITES shall pay to Acoustical Design Consultant any such amount that may be determined by HITES and such determination shall be binding on the Acoustical Design Consultant.

21.2. Termination

21.2.1. Termination on account of Force Majeure

If as a result of Force Majeure, the Acoustical Design Consultant is unable to perform Service for a period of more than 60 days, HITES shall have the right to terminate this Agreement on account of Force Majeure, as set forth in clause 15.0

21.2.2. Termination on account of insolvency

In the event the Acoustical Design Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then HITES shall, by a notice in Writing have the right to terminate this Agreement and all the Acoustical Design Consultant's rights and privileges hereunder, shall stand terminated forthwith.

21.2.3. Termination for unsatisfactory performance

If HITES considers that the performance of the Acoustical Design Consultant is unsatisfactory or, not upto the expected standard, HITES shall notify the Acoustical Design Consultant in writing and specify in detail the cause of such dissatisfaction. HITES shall have the option to terminate this Agreement by giving 30 days' notice in writing to the Acoustical Design Consultant, if Acoustical Design Consultant fails to comply with the requisitions contained in the said written notice issued by HITES.

21.2.4. Time is the essence of the Contract

Acoustical Design Consultant shall be required for the commencement of Services under this agreement immediately after date of Letter of Award. If the Acoustical Design Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless HITES has extended the period for commencement of Services in writing.

21.2.5. Consequences of termination

In all cases of termination herein set forth, the obligation of HITES to pay for Acoustical Design Consultant's performance shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

21.2.6. In the event of the Termination of the Agreement, the Acoustical Design Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination; failing which losses or damages which may be suffered by HITES on account of non-withdrawal from the site(s), shall be to the account of the Acoustical Design Consultant.

22. ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the Parties under any circumstances.

23. DISPUTE RESOLUTION

23.1. Except as otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of services rendered for the works or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the Acoustical Design Consultant considers any work demanded of him to

be outside the requirements of the contract or disputes on any drawings, record or decision given in writing by HITES on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request VP (ID), HITES in writing for written instruction or decision. There upon, the VP (ID), HITES shall give his written instructions or decision within a period of one month from the receipt of the Acoustical Design Consultant's letter. If the VP (ID), HITES fails to give his instructions or decision in writing with in the aforesaid period or if the Acoustical Design Consultant(s) is dissatisfied with the instructions or decision of the VP (ID), HITES, the Acoustical Design Consultant may, within 15 days of the receipt of decision, appeal to the CEO, HITES who shall offer an opportunity to the Acoustical Design Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The CEO, HITES shall give his decision within 30 days of receipt of Acoustical Design Consultant's appeal. If the Acoustical Design Consultant is dissatisfied with this decision, the Acoustical Design Consultant shall within a period of 30 days from receipt of this decision, give notice to the Chairman & Managing Director, HITES for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of sub-Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman & Managing Director, HITES within 30 days from the receipt of request from the Acoustical Design Consultant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman & Managing Director, HITES of the appeal. It is also a term of this contract that no person other than a person appointed by such Chairman & Managing Director, HITES as aforesaid should act as arbitrator. It is also a term of the contract that if the Acoustical Design Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from HITES that the final bill is ready for payment, the claim of the Acoustical Design Consultant shall be deemed to have been waived and absolutely barred and HITES shall be discharged and released of all liabilities under the contract and in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there

under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Delhi. The fee of the arbitrator, if any, shall be paid before the award is made by both the parties on fifty percent each basis. The cost of the reference and of the award shall be at the discretion of the arbitrator who may direct the parties about by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.

- 23.2.** The Services under this Agreement shall be continued during the arbitration proceedings, unless otherwise agreed in writing by Parties or unless it is proved that the Services cannot possibly be continued during the arbitration proceedings.

24. JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

This Agreement shall be governed by the laws of India for the time being in force.

25. NOTICES

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Acoustical Design Consultant on HITES with reference to the Agreement shall be deemed to have been sufficiently served upon HITES (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorised Representative of HITES as defined in the Conditions of Agreement.
- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to HITES, any notice, order or other communication sought to be served by HITES on the Acoustical Design Consultant with reference to the Agreement, shall be deemed to have been

sufficiently served if delivered by hand or through Registered Post to the Authorised Representative of Acoustical Design Consultant as defined in the Conditions of Agreement.

- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

26. INDEPENDENT AUDIT

Design Consultant shall maintain up-to-date records and be responsible and liable for all technical audits at no extra costs as required under the law.

27. LANGUAGES & LAW

This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

28. ASSIGNMENT & SUB-CONTRACTS

- 28.1.** The Acoustical Design Consultant shall not, without the written consent, of HITES assign/sub-contract the complete/part work to any other consultant/agency .
- 28.2.** The Acoustical Design Consultant shall not without the written consent of HITES initiate or terminate any sub-contract for performance of all or part of the Services.

29. STANDARDS OF ETHICS

HITES desires that the Acoustical Design Consultants shall observe the highest standard of ethics during the execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
 - “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
 - “Collusive practice” means a scheme or arrangement between two or more Acoustical Design Consultants, with or without the knowledge of HITES, designed to establish prices at artificial noncompetitive levels.
 - “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) It is further provided that :-

- (i) HITES will annul/terminate the Contract if it determines that the Acoustical Design Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- (ii) HITES will declare a Acoustical Design Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Acoustical Design Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

30. ACOUSTICAL DESIGN CONSULTANT'S ACTION REQUIRING HITES'S PRIOR APPROVAL.

Acoustical Design Consultant shall obtain HITES's prior approval before taking any actions wherever required.

31. ACOUSTICAL DESIGN CONSULTANTS' PERSONNEL

31.1. Removal and/or Replacement of Personnel

- a) Except as HITES may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Acoustical Design Consultant, it becomes necessary to replace any of the Key Personnel, the Acoustical Design Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If HITES finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Acoustical Design Consultant shall, at HITES's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to HITES.
- c) The Acoustical Design Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

32. NUMBER OF DOCUMENTS & COPY RIGHT

32.1. All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. The Acoustical Design Consultant shall also supply 1 (one) soft copy of each of drawing in dwg & PDF Format to HITES. 02 (two) sets of drawings will be supplied in A0 size and 3(three) sets in A2 size. Drawings shall be prepared on CAD. If there is any revision in any drawing/document for any reason, five copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of HITES/MoHFW.

32.2. The drawings cannot be issued to any other person, firm or authority or used by the Acoustical Design Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HITES and / or his authorized representative.

33. GENERAL

- 33.1.** The Acoustical Design Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 33.2.** HITES will have the liberty to supervise and inspect the work of Acoustical Design Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 33.3.** All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices and NABH for hospital design, etc.
- 33.4.** The Acoustical Design Consultant shall render full assistance, guidance and advise in general to HITES on any matter concerning the technical aspects of the project.
- 33.5.** The Acoustical Design Consultant shall promptly notify HITES of any change in the Constitution of his firm. It shall be open to HITES to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to HITES. But until its termination by HITES as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 33.6.** The Acoustical Design Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Acoustical Design Consultant and give related advice regarding the project.
- 33.7.** The professional fees of the Acoustical Design Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations etc.. These shall be governed as detailed in clause 3.4.1 of the RFP.
- 33.8.** Acoustical Design Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 33.9.** The Acoustical Design Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 33.10.** Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 33.11.** The Acoustical Design Consultant shall inform HITES about the name, professional qualifications and experience of sub-consultants proposed to be

engaged by him, if any, and obtains prior written approval of HITES for such engagement. However, the Acoustical Design Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.

- 33.12.** The Acoustical Design Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 33.13.** It shall be responsibility of the Acoustical Design Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 33.14.** The Acoustical Design Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 33.15.** The drawings, design, related details, and specifications prepared and acquired by the Acoustical Design Consultant for the work entrusted to him under this agreement shall become the property of HITES. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Acoustical Design Consultant for any other project without the prior permission of HITES.
- 33.16.** The Acoustical Design Consultant shall not assign, sub-let, transfer any obligation or right of the Acoustical Design Consultant under this agreement without the written consent of HITES.
- 33.17.** Without prejudice to any other remedy available in the Contract, the Acoustical Design Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HITES in defending themselves against such claims.
- 33.18.** The Acoustical Design Consultant shall be liable to HITES for the performance of the services in accordance with the provisions of the Contract subject to a maximum of 10% of the total Assignment fee.

HLL INFRA TECH SERVICES LTD. (HITES)
as
Executing Agency of
MINISTRY OF HEALTH & FAMILY WELFARE
Invites Request for Proposal (RFP)
of
“Appointment of Acoustical Design Consultant for proposed
All India Institute of Medical Sciences
at
Gorakhpur (U.P) INDIA”

RFP Document: Volume –III

Scope of Work,
Client Requirement & Scope of Services



(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

B-14A, Sector – 62,
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

VOLUME III

SCOPE OF WORK, CLIENT REQUIREMENTS & SCOPE OF SERVICES

1.0 GENERAL

1.1 AREA

A land parcel of 112 acres has been identified for the establishment of the proposed AIIMS. The indicative Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. The proposed area details for various facilities are as given below which are for guidance only:

Sl. No.	Buildings/Facilities	Tentative Area
1.	Hospital, Medical College/Teaching, Institutional, including Services and related facilities	90000 sqm
2.	Residential and Hostels incl. Night Shelter	56631 sqm

2.0 SCOPE OF WORK

The Acoustical Design Consultant shall be associated with HITES and shall be required to provide services in the field of Acoustic design and its implementation for proposed All India Institute of Medical Sciences at Gorakhpur (U.P) INDIA. The services shall be provided at all stages of the Project including the conceptual design stage, pre-construction stage, construction stage and completion stage. The scope of work, in brief, shall be the complete Project Campus having following buildings and services:-

1. Hospital: Super Specialty Hospital, Trauma Centre, AYUSH Centre, Rehab block support services & allied facilities, Basement Parking.

- HOSPITAL:

The Hospital shall comprise the following departments/blocks:

- a. Specialty Departments - 320 Beds
- b. Super Specialty Departments - 300 Beds
- c. Other Facilities - 130 Beds

TOTAL Beds = 750 Beds

- AYUSH Centre
- Night Shelter / Patient Guest House (Dharamshala) and Other Support Facilities for Patients and Caregivers
- Parking for Ambulances/Emergency Vehicles, Doctors and other Staff, Patients and Visitors etc.

2. A Medical College with intake of 100 MBBS students every year. (Teaching Block, Admin Block, Auditorium, Nursing College, Night shelter & related facilities)
 - INSTITUTIONAL
 - a) Medical College (incl. Nursing College)
 - b) School of Public Health (only for Master Plan)
 - c) Other facilities
 - I. Administrative Block
 - II. Auditorium Complex
 - III. Local shopping complex(s)
 - IV. Recreational & Sports Facilities
 - d) Other related facilities
3. Residential facilities: (Housing of various types, Guest House, Director's Bungalow, PG/UG Boys & Girls Hostels, Nursing Hostels)
 - RESIDENTIAL ZONE (Area of individual flats will be as per norms prescribed by MoUD, Government of India.)
 - Housing of various types viz. Type II, III, IV, V (Types are as per norms laid down by Ministry of Urban Development, Government of India)
 - Guest House having single rooms, suites & a VIP suite with related facilities
 - Night Shelter
 - Director's Bungalow
 - PG/UG Hostels for boys and Girls
 - Nursing Hostels
4. School of Public Health, Nursing College, Paramedic Institute, Dental College
5. SERVICE BLOCKS – Like Sub-station, AC Plant room, Pump Houses, Fire Station and all other types of Utility Blocks as required etc.

Note: The above list is indicative

3.0 SCOPE OF SERVICES

The Acoustical Design Consultant shall provide services for the complete Project enumerated, in brief, hereunder:

a. Master Planning & Concept Design Stage:

- (i) Setting of acoustical norms /requirements for various types of occupancies.
- (ii) Review of Master Plan and Concept Designs prepared by the Architectural Consultant w.r.t acoustics, noise & vibration implications and provide observations,

as necessary, and, develop acoustics, noise and vibration criteria for the project w.r.t:

- Exterior to interior noise
- Noise/ sound control within interior area
- Sound isolation
- Impact isolation
- Noise & vibration control in services such as MEP, Lifts etc.
- Structural vibration for spaces that will house vibration of medical equipments, operation theaters and other sensitive areas.
- Reverberation Time
- Any other relevant parameters

(iii) Submission of reports of the design features & other relevant data for the planning process & budgetary cost estimate.

(iv) Participate in the schematic and design development process including master planning, concept designing etc.

b. Tender Stage:

The Client shall appoint the agency for the execution of the work. It is anticipated that the tenders are likely to be invited in EPC mode. The Acoustic Design Consultant shall provide required inputs for preparation of estimates, specifications, drawings, particular specifications and conditions w.r.t the Acoustic design for incorporation in the tender for Building & services. The documents so provided by the acoustical design consultant shall cover all the required documents/services w.r.t acoustic, noise and vibration incl. the details as follows:

- iv. Preparation of relevant details, specifications, construction techniques with details of proposed materials & suppliers, criteria & other terms and conditions to be incorporated in Tender documents.
- v. Preparation of cost estimates.
- vi. Assistance to HITES during the bidding process incl. attending all meetings, replies to bidders' queries, bid evaluation etc.

c. Detailed Design & Construction Stage:

During the detailed designing stage, the Acoustical Design Consultant shall provide:

- vii. All the required documents/services w.r.t acoustic, noise and vibration such as:
 - a. Review of detail design and providing the required observation(s).
 - b. Assistance to HITES during finalization of detail designs incl. attending all meetings, etc.

- viii. Review and provide recommendations to HITES regarding approval of product submittals, drawings etc. for compliance with specified requirements in the areas of acoustics, noise and vibration design elements.
- ix. Conduct inspections of materials & equipment at suppliers/ manufacturers/ vendors' establishment w.r.t acoustics, noise and vibration design elements.
- x. Conduct periodic site inspections as required to evaluate implementation of acoustical design elements.
- xi. Assistance to HITES incl. attending all meetings, etc.
- xii. Perform final noise & vibration measurements and submission of final inspection report on completion of work.

4.0 DELIVERABLES, TIMELINES AND PAYMENT SCHEDULE:

4.1 Timelines & Deliverables,

The projected duration for the completion of the project including its stabilizing and commissioning is 36 months. The Acoustical Design consultant shall be associated with the project till its completion. Time period for key deliverables is given in Terms of Reference. :

Sl. No	Deliverables	Time from the date of Start of Work (Months)
1	Completion of assignments as per Master Planning & Concept Design Stage { Clause 3 a) above}	2 months
2	Completion of assignments as Tender stage {as per Clause 3 b) above}	6 months
3	Completion of assignments as per Detailed Design & Construction Stage{ as per Clause 3 c) above}	36 months

For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the Acoustical Design Consultant.

Note: The time period includes the time required for giving approval by HITES to the deliverables for the respective activity.

4.2 Payment Schedule

The stages of payment and payment terms shall be as follows:

Sl. No.	Stages of Payment	% Stage Wise Payment	Cumulative Payment

1.	After completion of finalization & Approval of Final Master Plan & Concept Designs Stage, as at Clause 3.1 above, by Acoustical Design Consultant	10%	10%
2	On finalization of Tender document, as at Clause 3.2 above, and invitation of bids for Construction	20%	30%
3	Review of detailed design submitted by the Contractor and assisting in approval thereof by the Client/HITES.	30%	60%
4	Pro-rata quarterly payment based on % progress of construction work of building plus other services.		
(i)	Completion of Foundation works up to plinth level	5%	65%
(ii)	Completion of structures including finishing works	5%	70%
(iii)	Completion of internal/external services including utilities	10%	80%
(iv)	Completion of Testing and Commissioning of Building works, services & utilities	10%	90%
5	100% completion, as built drawings/ documentation, including all clearances and approvals.	10%	100%

Note: All the stage payments, as above, shall be done after approval of deliverables by HITES.

5.0 TAX LIABILITY

No other Tax, Cess and Levy, except Goods & Services Tax (GST), shall be paid to the Acoustical Design Consultant over their contract amount. In respect of Goods & Services Tax, same shall be paid by the Acoustical Design Consultant to the concerned department and it will be reimbursed to them by HITES after satisfying that it has been actually and genuinely paid by the Acoustical Design Consultant. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments made to the Acoustical Design Consultant.
