



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI

REQUEST FOR PROPOSAL

PROJECT ENGINEERING AND ARCHITECTURE CONSULTANT

AIIMS New Delhi invites proposals for Project Engineering and Architecture Consultant (PEAC) to prepare and add value to the final layout plan and schematic design prepared for buildings under the Master Plan of the AIIMS New Delhi. The approximate site area & built-up area under the purview of this study is 152.55 acres & 10,00,000 sqm respectively. The PEAC shall be required to provide design services for healthcare planning, architecture, building engineering, building management systems, ICT, site wide infrastructure, lab design, kitchen and laundry design, medical equipment planning, interior design, landscape architecture, green building certification, including detail design for the urban realm, transportation and detailed specifications, costing & technical support during execution stage including approval of drawings submitted by EPC Contractor/s, etc.

RFP Notice No.

[AIIMS/PMU/MP-03/2021-22]

Pre-Proposal Site Visit:

20th July 2021 - 09:00am

Pre-Proposal Conference:

27th July 2021 - 09:30am

For further details, visit:

<https://gem.gov.in/>

For applicant queries :

pmu@aiims.edu

Last Date for Queries:

24th July 2021

Proposal Due Date:

23rd Aug 2021 - 12:00pm

GeM Bid Number:

[GEM/2021/B/1351740](#)



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR, NEW DELHI

SELECTION

OF

PROJECT ENGINEERING AND ARCHITECTURE

CONSULTANT

FOR

MASTER PLAN OF AIIMS NEW DELHI CAMPUS

REQUEST FOR PROPOSALS

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**SELECTION
OF
PROJECT ENGINEERING AND ARCHITECTURE
CONSULTANT
FOR
MASTER PLAN OF AIIMS NEW DELHI CAMPUS
REQUEST FOR PROPOSALS**

Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Additional Staff	As defined in Clause 2.1.5
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.2.4
Authorised Representative	As defined in Clause 2.13.2
Authority	As defined in Clause 1.1.1
Bid Security Declaration	As defined in Clause 2.20.1
BOQ	Bill of Quantities
Client	As defined in Clause 1.1.1
CPP Portal	Central Public Procurement Portal
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Paragraph 8 of Schedule-1
Consultant	As defined in Clause 1.2
Key Personnel	As defined in Clause 2.1.4
CV	Curriculum Vitae
Deliverables	As defined in Clause 4 of Schedule-1
Design Manager	As defined in Clause 4.5 of Schedule-2
Documents	As defined in Clause 2.9
DB	Design Build
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
EPC	Engineering Procurement Consultant
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
ICT	Information & Communication Technology
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Schedule-1 of TOR
Joint Bidding Agreement	As defined in Clause 2.1.1(vi)
Lead Member	As defined in Clause 2.1.1(iii)
LOA	Letter of Award

Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.9.2
Personnel	As defined in Clause 1.1.1 of Schedule-2
Project	As defined in Clause 1.1.4
PMC	As defined in Clause 1.1.5
Prohibited Practices	As defined in Clause 4.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
PEA Consultant	Project Engineering & Architectural Consultant
Resident Personnel	As defined in Clause 1.1.1 of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 3.3 of Schedule-1
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1 of Schedule-2
Principal Architect	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.2
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

- 1.1.1 All India Institute of Medical Sciences, New Delhi (AIIMS) and represented by the Director, AIIMS (the “**Authority**”), has decided to undertake the redevelopment of AIIMS as a world class medical university.
- 1.1.2 AIIMS was established as an institution of national importance by an Act of Parliament in the year 1956. With the objective of developing ground-breaking patterns of teaching in undergraduate and post-graduate medical education in all its branches, AIIMS has demonstrated and continues to demonstrate the highest standards of medical education. It is today regarded as a fountainhead of medical education and research par excellence.
- 1.1.3 AIIMS is also the nation’s apex Healthcare institution, with significant standing in the national as well as international medical arena. It has distinguished itself as being a tertiary centre for offering the best of medical treatment to the patients from across the country, along with accessibility to the economically weaker sections of the society. In the year 2018-19 itself, AIIMS has treated a record number of over 41, 45,453 patients in OPD, over 2, 57,397 patients in IPD and performed over 2, 57,465 surgeries in the year 2018-19.
- 1.1.4 The AIIMS New Delhi Campus currently houses the medical college, hostels, hospitals, faculty and staff housing, and other amenities. The proposed project is for redevelopment of AIIMS Campus, comparable to a world class medical university as a unified, smart and green campus, with all modern Healthcare facilities to meet present and future requirements (the “**Project**”).
- 1.1.5 For the Master Planning and Programme Management Consultancy services for the redevelopment of AIIMS New Delhi Campus, AECOM has been appointed as the Master Planning and Programme Management Consultant (PMC). The role of the PMC is to perform activities necessary to plan, integrate, package, administer and manage the implementation of AIIMS projects. Specifically, the PMC will be responsible for conceptualization of projects and further, during the design and construction stage, overseeing the work of consultants and contractors, including reviewing, monitoring, resolution of interface issues, and reporting to the AIIMS on the programme progress. All deliverables from consultant engaged on this project shall be submitted to the PMC for final approval of AIIMS. As an extension of AIIMS, the PMC will be responsible for taking inputs from stakeholders and communicating them with the consultant. In all day-to-day matters in respect of implementation of this assignment, the Consultant shall report to the PMC.
- 1.1.6 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant (the “**Consultant**”), for preparation of the Project Engineering and Architecture Design for the Master Plan of AIIMS New Delhi Campus. The Consultant shall be required to prepare the aforesaid Project Engineering and Architecture Design and undertake Project in accordance with the Terms of Reference specified at Schedule-1 of this RFP (the “**TOR**”).

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of a Consultant for preparation of the Project Engineering and Architecture Design works. The PEA Design shall *inter alia* include review of Master Plan, required primary, secondary surveys, stakeholder interactions etc, harmonising of user requirements with external available infrastructure, and preparation of Project Engineering and Architecture Design based on global standards, among other such activities in accordance with the TOR. Following the preparation and approval of PEA Design, the Project would be implemented on EPC/DB basis. The Consultant shall be required to prepare the aforesaid Project Engineering and Architecture Design and undertake Project in accordance with the Terms of Reference specified at Schedule-1 of this RFP (the “**TOR**”). (collectively the “**Consultancy**”). The total tenure of the Consultancy shall be five (5) years, extendable by two years (2) years based on mutual agreement.

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Project site, and/or sending written queries to the Authority.

1.4 Sale of RFP Document

The Applicants shall download the RFP Document directly from the websites <https://gem.gov.in/> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Proposal will be summarily rejected.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 270 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial proposals. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 70 (Rupees seventy) per US\$ shall be considered as the applicable currency conversion rate. In case of any

other currency, the same shall first be converted to US\$ as on the date 70 (seventy) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date & Time
1.	Presentation by PMC regarding the Project and Pre-proposal site visit	20th July 2021 at 09:00am
2.	Last date for receiving queries/clarifications (via email)	24 th July 2021
3.	Pre-Proposal (Pre-bid) Conference	27th July 2021 at 09:30am
4.	Authority response to queries	31 st July 2021
5.	Proposal Due Date or PDD	23rd August 2021 till 12:00pm
6.	Opening of Proposals (on GeM)	23 rd August 2021 at 12:30pm
7.	Financial Bid opening (on GeM)	Before 15 th September 2021

Pre-Proposal Presentation by PMC & Site Visit: For the convenience of the Applicants, a pre-Proposal presentation by the Project Management Consultant (PMC) followed by site visit has been arranged. The interested applicants may assemble at the following venue as per details herein for the same: -

Date: 20th July 2021

Time: 09:00 AM

Venue: Dr. Ramalingaswami Board Room, Near Director's Office, All India Institute of Medical Sciences, New Delhi

A maximum of two representatives of each applicant shall be allowed to participate physically or virtually in the pre-proposal presentation. For physical attendees, production of an authority letter/email from the applicant will be necessary. Virtual attendees are required to register in

advance on ms-teams.live/register200721 to receive the Microsoft Teams Link in their email to join the pre-proposal presentation. Authority will not be responsible for any technology or connectivity issues impacting the pre-proposal presentation. The site visit will be possible only for those authorized representatives of applicants who have assembled physically at AIIMS, New Delhi as per the aforementioned details.

Pre-Proposal (Pre-bid) Conference: The date, time and venue of Pre-Proposal Conference shall be:

Date: 27th July 2021

Time: 09:30 AM

Venue: Dr. Ramalingaswami Board Room, Near Director's Office, All India Institute of Medical Sciences, New Delhi

A maximum of two representatives of each applicant shall be allowed to participate physically or virtually in the pre-proposal conference. For physical attendees, production of an authority letter/email from the applicant will be necessary. Virtual attendees are required to register in advance on ms-teams.live/register270721 to receive the Microsoft Teams Link in their email to join the pre-proposal conference. Authority will not be responsible for any technology or connectivity issues impacting the pre-proposal conference.

Applicants requiring any clarification on the RFP may send their queries to the Authority via e-mail (pmu@aiims.edu or aiimspm@gmail.com) at least two days prior to the pre-proposal conference. All queries must refer to the specific clauses of the RFP on which the applicant desires to seek clarification or make any suggestion.

1.9 Communications

1.9.1 All queries by prospective applicants must be sent to the following email id's only: pmu@aiims.edu & aiimspm@gmail.com

1.9.2 The "Official Website" of the Authority is:

www.aiims.edu & <https://gem.gov.in/>

Applicants are advised to visit this website regularly to keep them updated, for any changes/ modifications in the RFP.

Applicants are advised to visit GeM website <https://gem.gov.in/> regularly till Proposal due date, for any corrigendum.

The documents to be submitted in their Proposal should be scanned in at least 100 dpi with black and white option.

The signed Bid Declaration to be submitted along with the tender Technical Proposal as mentioned above failing which the bid shall be summarily rejected.

- 1.9.3 All communications pertaining to the RFP, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. [AIIMS/PMU/MP-03/2021-22]

RFP for Selection of Consultant for Project Engineering and Architecture Design for Master Plan of AIIMS New Delhi Campus.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as a consortium of firms (the “**Consortium**”) in response to this invitation. The term applicant (the “**Applicant**”) used herein would apply to both a single entity, or a Consortium and its Members. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

In case the Applicant is a Consortium, it shall, comply with the following additional requirements to be eligible:

- (i) Number of Members in a consortium shall not exceed 2 (two);
- (ii) Subject to the provisions of sub-clause (i) above, the Application should contain the information required for each Member of the Consortium;
- (iii) Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Authority expects that Lead Member should have maximum responsibility pertaining to execution of Consultancy;
- (iv) The Application should include a brief description of the roles and responsibilities of individual members;
- (v) An individual Applicant cannot at the same time be a Member of a Consortium applying for the Consultancy. Further, a Member of a particular Consortium cannot be member of any other Consortium applying for the Consultancy;
- (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a. clearly outline the proposed roles and responsibilities, if any, of each Member;

- b. include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until the completion of the Consultancy in accordance with the contract and the TOR;
- c. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;

except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

- (vii) No change in composition of the Consortium will be permitted by the Authority during the Selection Process and during the subsistence of the Project.
- (viii) All the Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until completion of Services in accordance with the Agreement and the TOR.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted digitally as per Appendix-II (**Notes for Financial Proposal**). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2 (**“Agreement”**).

2.1.4 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the **“Key Personnel”**) who shall discharge their respective responsibilities as specified below:

Sl.	Key Personnel	Responsibilities
1	Principal Architect	He/ She shall be responsible for ensuring project objectives are met, including but not limited to overall interface, design, controls and performance. He/ She shall be full time associated with the Project in accordance with the terms of this RFP. He/ She will lead, co-ordinate and supervise the multi-disciplinary team for completion of the work.
2	Healthcare planner/Architect	He/ She shall be responsible for all work relating to his domain including but not

Sl.	Key Personnel	Responsibilities
		limited to detail architectural design and planning of all clinical buildings in the preconstruction stage and coordination with building engineering and structural design teams, façade design, interior design teams and other specialised hospital design teams such as kitchen, laundry, CSSD, medical equipment and clinical & research laboratory experts for successful completion of the assignment. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
3	Principal Structural Engineer	He/ She shall be responsible for all work relating to his domain including but not limited to detailed structural design and preparation of design criteria reports as per latest building and seismic norms/codes, close coordination with architecture team during detail design, coordination with various specialised experts and teams and monitoring, inspection of all works undertaken by contractors to ensure structural soundness and delivery of drawings on BIM platform. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
4	Design Manager	He/ She shall be responsible for overall design management, coordination of internal and external teams, client coordination, planning, directing and keeping the project on schedule and in line with the TOR. The person should be proficient in BIM/ similar platforms and shall have rich experience in executing projects on BIM platform. He/ She should be available for the entire duration of Construction of the project. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
5	PHE Expert	He/ She shall be responsible for all work relating to his domain including design and planning of water supply network, storm water network, sewerage network, recycled water network, public health engineering as per best practises /latest standards. Will be

Sl.	Key Personnel	Responsibilities
		responsible for design, implementation using hydraulic design software (Water Gems, Sewer Gems etc.). The expert will also be closely coordinating with other team members for successful completion of the assignment. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
6	Environmental & Sustainability Expert	He/ She shall be responsible for all work relating to his domain including green building program requirements, perform REM/Rate energy modelling and analysis, review construction submittals for alignment with plans, specifications, and program criteria, complete and submit project documentation to support green building certification, comply with norms/policies for quality assurance related to green building programs and high-performance construction. He/she will also be coordinating with other team members for successful completion of the assignment. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
7	Quantity surveyor	He/ She shall be responsible for all work relating to his domain including preparation of detailed BOQ as per detailed design and have control on quantities of each item for the tender document. The quantity surveyor will review architectural plans and prepare quantity needs, will estimate the quantity and costs of materials and assist in preparation of contracts and documents. Coordination with various architecture and infrastructure teams like civil, mechanical, electrical, and ICT for all other components. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
8	Electrical Engineer	He/ She shall be responsible for all work relating to his domain including all detailed Electrical Planning and design (MEP) installation, as also for Fire Fighting and Fire Safety Works. The responsibility will include

Sl.	Key Personnel	Responsibilities
		design of site level trunk infrastructure and building level design. The expert will also closely coordinate with other team members for successful completion of the assignment. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.
9	HVAC Expert	He/ She shall be responsible for all work relating to his domain including designing of HVAC Systems with specialised experience in hospital contamination and infection control, positive and negative pressure room design, High-efficiency particulate air (HEPA) filters, UV light filtration as well as be responsible for planning of district cooling systems of comparable scale. The responsibility will include integration of overall mechanical systems at site trunk infrastructure and building level design. Expert will work in coordinating with other team members for successful completion of the assignment. The expert will be responsible for review and approval of various reports /submittals relating to his field of work by the contractor during construction and post construction stage.

The Key Personnel listed above shall be on the payroll/working as a consultant with the Applicant for a minimum period of one year on continuous basis prior to submission of the bid.

2.1.5 Additional Staff

In addition to the 9-member Key Personnel, Authority recognizes that additional personnel from various disciplines/functions (“**Additional Staff**”) will be needed to deliver the Services as per the Agreement. An indicative listing of disciplines/functional role that will comprise the Additional Staff is listed in this document. Applicant will have to ensure adequate Additional Staff to be available during the course of assignment for timely and quality deliverable of the Scope of Work.

All Additional Staff must have a recognized professional qualification in their relevant field from an accredited university and/or adequate experience in each of their respective functional areas.

Sr. No.	Functional Role / Discipline
1	Architect
2	Acoustic Specialist

3	BIM Manager
4	Cost Consultant
5	Façade and Interior Lighting Expert
6	Heliport/ Helipad Expert
7	Hospital Kitchen Expert
8	Hospital Laundry Expert
9	Hospital CSSD Expert
10	Interior Designer
11	Logistic Planner
12	Medical Equipment Planner
13	Medical/ Research Laboratory Specialist/ Planner (Including BSL3 Labs)
14	MEP Expert/ Medical Gases Specialist
15	Signage and Wayfinding Expert
16	Vertical Transportation Expert
17	Waste Management Expert
18	Any Other

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the all terms & conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. Notwithstanding anything else written in this RFP, at any stage before the financial evaluation, in case the number of eligible applicants is less than two, the Authority, at its sole discretion, reserves the right to relax “Conditions of Eligibility” for all proposals responsive as per clause 2.22.3 so as to increase competition.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **“Technical Capacity”:**

The Applicant shall be a registered Company in India and shall have a registered office in India. The Applicant shall be a Class-I Local Supplier as per GOI notification no P45021/2/2017-PP dated 16.09.2020 ('Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order). The Applicant shall be required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content with respect to the services being rendered under this RFP.

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments for the following projects shall be deemed as eligible assignments **(the “Eligible Assignments” ##)**

Category 1

Delivering Architecture & Engineering Design services, during the last 10 years preceding the PDD, for a Hospital with minimum 1000 patient bed capacity in a single project. (**“Hospital Design Projects”**)

And

Category 2

Delivering Architecture & Engineering Design services for Research Institute Projects with BSL-2 and above laboratories, during the last 10 years preceding the PDD, for project where minimum total built up area of Research Buildings is at least 30,000 square meters. (**“Research Design Projects”**)

The Applicant shall have, over the past 10 (ten) years preceding the Proposal Due Date, undertaken a minimum of 4 (four) Eligible Assignments which must include at least 1 of each category as defined above.

Provided that for the Applicant claiming credit for an Eligible Assignment, the assignment should have been at least 80% complete (in terms of professional fee received) prior to PDD, and where credit is being claimed by a Key Personnel, he/she should have substantially worked in the claimed eligible assignment prior to PDD.

##The “Eligible Assignments” should cover majority Scope of Services related to Project Engineering and Architecture Design as per the Term of Reference (TOR) failing which, the Authority, at its discretion, reserves the right to not consider the quoted assignment as an “Eligible Assignment” for Applicants as well as Key Personnel.

- (B) **“Financial Capacity”**: The Applicant shall have received a minimum average annual income of Rs. 15 (fifteen) crores from professional fees during the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory and consultancy services to its clients.
- (C) **In case of consortium**, each member should meet at least 25% (and the lead member at least 50%) of **“Financial Capacity”**. The lead member should have undertaken at least two eligible assignments with at least one eligible assignment being a category 1 assignment as defined under **“Technical Capacity”** in clause 2.2.2 (A) above.
- (D) **Availability of Key Personnel**: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (E) below.
- (E) **Conditions of Eligibility for Key Personnel**: Each of the Key Personnel should fulfil the Conditions of Eligibility specified below: -

Sl.	Key Personnel	Educational Qualification###	Length of Professional Experience (Years)
1	Principal Architect	Graduate degree in Architecture with Postgraduation in Architecture/ Planning or Design.	Minimum of 20 years' experience and should have worked as Principal Architect on 2 (two) Architecture and Engineering Consultancy Projects/ similar Eligible Assignments.
2	Healthcare planner/Architect	Graduate degree in Architecture and preferably specialization in healthcare Planning.	Minimum 15 years of progressive healthcare facility planning and architecture experience. He should have worked on 2 (two) Architecture and Engineering Consultancy Projects/ similar Eligible Assignments.
3	Principal Structural Engineer	Should have master's degree, in Civil Engineering (Structural).	Minimum of 15 years' experience of designing of various types of structures. i.e. RCC, steel, prestressed concrete and knowledge of latest construction technology with specific experience in high-rise, towers, large span structures, bridges and steel structures. Should also have experience in designing buildings in composite structure, structural steel, pre-fab, large column free spans, etc. Knowledge of latest construction technology is desirable.
4	Design Manager	Master's in architecture/ Urban Design/ Urban Planning.	Minimum of 15 years' experience in designing and managing similar Eligible Assignments. The person should be proficient in BIM/ similar platforms and shall have rich experience in executing projects on BIM platform. Should be available for the entire duration of Construction of the project. Should have

Sl.	Key Personnel	Educational Qualification###	Length of Professional Experience (Years)
			worked on 2 (two) similar Eligible Assignments.
5	PHE Expert	Should have bachelor's degree in civil engineering/ Mechanical Engineering with master's degree in Water Resources/ Irrigation /Environmental Engineering / Hydraulics/ Public Health Engineering.	Minimum of 15 years of experience in planning & management of water, drainage & storm water, waste water systems, and experience with latest national and international standards. Should have experience of latest hydraulic design software (Water Gems, Sewer Gems etc.). Should have experience in latest hydraulic design soft wares. Should have worked on 2 (two) similar Eligible Assignments.
6	Environmental & Sustainability Expert	Postgraduate in relevant field.	Minimum of 10 years of experience and complete experience of Healthcare, Institutional, government facilities, Multi Storey, Infrastructure, hospitality, commercial, retail, utilities and services projects primarily detailed design and also implementation (construction phase) as Environmental & Sustainability Expert. Shall have Environmental & Sustainability Professional Credentials such as IGBC AP or LEED AP.
7	Quantity Surveyor	Should have bachelor's degree in civil engineering.	Minimum of 10 years of experience in large scale construction and infrastructure projects in

Sl.	Key Personnel	Educational Qualification###	Length of Professional Experience (Years)
			preparation of BOQ and quantity estimation. Should have worked on 2 (two) similar Eligible Assignments.
8	Electrical Engineer	Should have preferably a master's degree in electrical engineering.	Minimum 15 years of experience in large healthcare, institutional, multi storey, infrastructure, hospitality, commercial, retail, utilities and Infra Projects. Should also be expert in renewable energy power generation.
9	HVAC Expert	Should have preferably a master's degree in mechanical engineering.	Minimum 15-year experience in, Healthcare facilities, Government and Educational Institutions, exhibition and convention centres, airport terminals, hotel buildings etc. Should have experience in designing and executing at least one district cooling complex for built up area over 1,00,000 Sq. m. Should have worked on 2 (two) similar Eligible Assignments.

###In case of equivalent qualifications, the responsibility to prove the equivalence shall lie with the Applicant.

Where credit is being claimed by a Key Personnel, he/she should have substantially worked in the claimed eligible assignment prior to PDD.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditor or its Associates' stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 In computing the Technical Capacity and Financial Capacity of the Applicant under Clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. Applicant shall also enclose with its Proposal, a certificate from its Statutory Auditor/Company Secretary confirming the relationship of its Associate with the Applicant as per the format at Form-12 of Appendix-I.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.2.5 The Applicant should submit a Power of Attorney for authorised representative and Power of Attorney for Lead member in case of Consortium as per the format at Form-4B of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, tender, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 An Applicant including any Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant, to any other Applicant, its Member or any Associate thereof; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such bidder or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant, including Member of Consortium or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a Member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The

Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, availability of requisite data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Authority will organise the Site visit as per the schedule provided in the RFP.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or

- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next highest-ranking Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Cost of Services – Lumpsum Amount
 - Annex-3: Time and Payment Schedule
 - Annex-4: Bank Guarantee for Performance Security
- 3 **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

- | | |
|----------|------------------------------------|
| Form-1: | Letter of Proposal |
| Form-2A: | Particulars of the Applicant |
| Form-2B: | Format of Joint Bidding Agreement |
| Form-3: | Statement of Legal Capacity |
| Form-4A: | Power of Attorney |
| Form-4B: | Power of Attorney for Lead Member |
| Form-5: | Financial Capacity of Applicant |
| Form-6: | Particulars of Key Personnel |
| Form-7: | Proposed Methodology and Work Plan |

Form-8:	Abstract of Eligible/ Relevant Assignments of Applicant
Form-9:	Abstract of Eligible Assignments of Key Personnel
Form-10:	Eligible/ Relevant Assignments of Applicant
Form-11:	Curriculum Vitae (CV) of Key Personnel
Form-12:	Certificate regarding Associates
Form-13:	Bid Security Declaration

Appendix-II: Financial Proposal

2.10 Queries

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority via e-mail at least two days prior to the pre-proposal conference. All queries must refer to the specific clauses of the RFP on which the applicant desires to seek clarification or make any suggestion.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Corrigendum/Addendum/ Amendment and posting it on its Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Proposal shall be typed and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (**the “Authorised Representative”**) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium) certified under the hands of a partner or Lead of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4A/ 4B) shall accompany the Proposal.

2.13.3 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of the Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the **“Technical Proposal”**).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security Declaration is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

- (c) Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium), if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Key Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) No Key Personnel should have attained the age of 65 (sixty-five) years at the time of submitting the proposal; and
- (l) Proposal is responsive in terms of Clause 2.22.3.
- (m) Joint Bidding Agreement is executed and enclosed as specified in Form-2B in case of Consortium

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team for Consultancy shall be composed of experts/specialists in their respective areas of expertise (as Key Personnel and Additional Staff) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The CV of each such Key Personnel should also be submitted in the format at Form-11 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, appoint suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants including the

details of the firm, field of expertise, years of experience, Key Personnel, etc., shall be submitted to the PMC/Client before appointment by the applicant. A subconsultant, however, shall not be a substitute for any Key personnel.

- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the Financial Proposal in the digital format as per Appendix-II ("**Notes for Financial Proposal**") clearly indicating the total cost over the entire period of the Consultancy in both figures and words, in Indian Rupees, and digitally signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the Consultancy shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall be taken into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all expenses including all taxes as applicable shall be deemed to be included in the costs shown under Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

To ensure uniformity and avoid any ambiguity as to the rate of GST, the same has to be considered as 18 % and the rates shall be quoted accordingly in the Financial Proposal. However, during the Consultancy, payment will be made as per then prevailing/ applicable GST rate, and in case of any variation

(decrease/increase), the same shall be dealt with in accordance with the clause 5.3 of the Agreement.

(iii) Costs shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicant shall submit its Proposal (the Technical Proposal and the Financial Proposal), on the e-procurement platform of the Authority at the <https://gem.gov.in/> website, duly signed in digital form by the authorised signatory of the Applicant, no later than the date and time specified as the Proposal Due Date, by uploading the complete and legible scanned/digital copies of Technical Proposal in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents) and Financial Proposal as per GeM format. Applicants are advised to familiarize themselves with GeM Portal at the earliest and submit their proposal well in advance of the due date & time so as to avoid any last minute technological or connectivity issues. No requests for extension of proposal submission timelines will be entertained in the last week of proposal submission on account of any technological or connectivity issues being faced by applicants.

2.16.2 The documents comprising the Proposal shall include:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 13 of Appendix-I and supporting documents;
- (ii) Bid Security Declaration as per Appendix-I Form-13
- (iii) Power of Attorney for signing the Bid as per the format at Appendix-I Form-4A;
- (iv) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-I Form-4B
- (v) Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix I Form 2B
- (vi) Financial Proposal in digital format.

2.16.3 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper annexed to the relevant Form, and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.4 Proposals submitted by fax, telex, telegram, special messenger, or e-mail shall not be entertained and shall be rejected.

2.16.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of services and deliverables, as included in the TOR, by the Authority, and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted as provided in Clause 2.16 at or before the Proposal Due Date in the manner and form as detailed in this RFP.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal is submitted/received by the Authority prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the closing time on the Proposal Due Date.
- 2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security Declaration

- 2.20.1 Consultant shall submit** Bid Security Declaration as per Form: 13 attached. The Consultant shall submit a signed Bid Security Declaration accepting that if they withdraw or modify their bid during the period of validity, they will be suspended for the time specified in the RFP.

2.21 Performance Security

- 2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
 - (c) if the Selected Applicant commits a breach of the Agreement.
- 2.21.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals as per the schedule date & time described in clause no. 1.8 in the presence of the Applicants who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened as per clause no. 1.8.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security Declaration as specified in Clause 2.20.1;
- (d) it is signed and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) the applicant meets the eligibility criteria as detailed in Clause 2.2.2 A,B & C.
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP. As a part of technical evaluation, If required, a presentation may be requested from the applicant in front of the authority on designated date & time to be communicated separately. It is clarified that being called for the said presentation shall in no way mean that the Applicant has been pre-qualified and shortlisted for financial evaluation.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial

Proposals. The Financial Proposals of technically shortlisted Applicants will be opened on scheduled date & time. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The Selected Applicant be invited for negotiations in compliance with provisions enshrined in GFR 2017 and office orders issued by CVC from time to time.

2.25.2 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

The Authority expects all the Key personnel to be available during implementation of the Agreement. In case any key personnel is replaced, the applicant shall immediately intimate the authority and shall provide a substitute meeting the qualification and experience criteria for that position and the replacement must be engaged within 15 days from the date of intimation. Should such replacement not be provided within 15 days, a sum equal to 0.5% (half percent) of the Agreement value shall be deducted from the payments due to the Consultant on a monthly basis till such time the replacement is in place.

If the Authority finds that any of the Personnel have (i) committed serious misconduct or has 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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed by the Authority at the time of placing of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services within 15 days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the

assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultants the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	[50]	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded evenly for: (i) Comparative built up area of the largest "Eligible Assignment"; (ii) Cumulative Area of "Relevant Assignments". (iii) Financial Capacity of the Applicant as derived from Form-5.
2.	Proposed Methodology and Work Plan	[10]	Evaluation will be based on the quality of submissions of work plan as submitted in Appendix 1 (Form 7). If required, a presentation may be requested from the applicant in front of the authority on designated date & time to be communicated separately.
3.	Relevant Experience of the Key Personnel	[40]	As detailed in Clause 3.1.3 B
3(a)	Principal Architect	[8]	
3(b)	Healthcare planner/Architect	[4]	
3(c)	Principal Structural Engineer	[4]	

3(d)	Design Manager	[4]	
3(e)	PHE Expert	[4]	
3(f)	Environmental & Sustainability Expert	[4]	
3(g)	Quantity surveyor	[4]	
3(h)	Electrical Engineer	[4]	
3(i)	HVAC Expert	[4]	
Grand Total		100	

3.1.3 A While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant / Key Personnel shall be considered.

Provided further, that in case of a Consortium, experience against Eligible Assignments or Financial Capacity of individual Members (As detailed in clause 2.2.2) shall be added to arrive at the total experience of the Consortium for the purpose evaluating eligibility as well as for the purposes of scoring.

3.1.3 B Evaluation criteria for Key Personnel

PARAMETERS	MARKS
General Qualifications- (As derived from Form-6) - Total Marks of 30%	
A1. Educational Qualifications	10%
A2. Professional experience	15%
A3. Professional registrations/certifications/ trainings	5%
Adequacy for the Assignment: Project related (As derived from Form-9)- Total Marks of 70%	
B1. Number of Eligible Assignments undertaken	30%
B2. Duration of Experience in Eligible Assignments	30%
B3. Number of International Eligible Assignments	10%

PARAMETERS	MARKS
TOTAL MARKS	100%

3.1.4 (A). Eligible Assignments for Applicant & Key Personnel

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments for the following projects shall be deemed as eligible assignments **(the “Eligible Assignments” ##)**

Category 1

Delivering Hospital Architecture & Engineering Design services, during the last 10 years preceding the PDD, with minimum 1000 bed capacity per project. **(“Hospital Design Projects”)**

And

Category 2

Delivering Architecture & Engineering Design services for Research Institute Projects with BSL-2 and above laboratories, during the last 10 years preceding the PDD, for project where minimum total built up area of Research Buildings is 30,000 square meters. **(“Research Design Projects”)**

Provided that for the Applicant claiming credit for an Eligible Assignment, the assignment should have been at least 80% complete (in terms of professional fee received) prior to PDD, and where credit is being claimed by a Key Personnel, he/she should have substantially worked in the claimed eligible assignment prior to PDD.

##The “Eligible Assignments” should cover majority Scope of Services related to Project Engineering and Architecture Design as per the Term of Reference (TOR) failing which, the Authority, at its discretion, reserves the right to not consider the quoted assignment as an “Eligible Assignment” for Applicants as well as Key Personnel.

3.1.4 (B). Relevant Assignments for Applicant

In order to capture the details of “Relevant Assignments” required for scoring as defined in clause 3 (Evaluation of Technical Proposals), the Applicants are required to separately submit the details of their **“Relevant Assignments”** also in the format as prescribed in Form-8 & Form- 10 for “Eligible Assignments”.

Accordingly, the heading of Form-8 & Form-10 may be read as Abstract of **“Eligible/ Relevant Assignments”** of the Applicants (Form-8) and **“Eligible/ Relevant Assignments”** (Form-10) respectively.

For the purposes of scoring as defined in clause 3 (Evaluation of Technical Proposals), the following projects shall be deemed as **“Relevant Assignments” (the “Relevant Assignments”)**:

Category 1

Delivering Hospital Architecture & Engineering Design services, during the last 10 years preceding the PDD, with minimum 500 patient bed capacity in a single project. (“Hospital Design Projects”)

And

Category 2

Delivering Architecture & Engineering Design services for Research Institute Projects with BSL-2 and above laboratories, during the last 10 years preceding the PDD, for project where minimum total built up area of Research Buildings is 15,000 square meters. (“Research Design Projects”)

Provided that for the Applicant claiming credit while scoring for a Relevant Assignment, the assignment should have been at least 80% complete (in terms of professional fee received) prior to PDD and should cover majority Scope of Services related to Project Engineering and Architecture Design as per the Term of Reference (TOR) failing which, the Authority, at its discretion, reserves the right to not consider the quoted assignment as a “Relevant Assignment” for Applicants.

3.2 Short-listing of Applicants

After short-listing of the Applicants ranked as aforesaid, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do (es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost of services (inclusive of all other expenses) indicated in the Financial Proposal will be considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to **Technical Proposal and Financial Proposal**, which shall be **0.80** and **0.20** respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

5.1 Pre-Proposal Conference of the applicants shall be convened at the designated date, time and place. A maximum of two representatives of each applicant shall be allowed to participate physically or virtually in the pre-proposal conference. For physical attendees, production of an authority letter/email from the applicant will be necessary. Virtual attendees are required to register in advance on ms-teams.live/register270721 to receive the Microsoft Teams Link in their email to join the pre-proposal conference. Authority will not be responsible for any technology or connectivity issues impacting the pre-proposal conference.

- 5.2 During the course of Pre-Proposal Conference, the applicants will be free to seek clarifications and make suggestions for consideration of the authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.6)

MASTER PLAN OF AIIMS NEW DELHI CAMPUS

Terms of Reference (TOR)

for

PROJECT ENGINEERING AND ARCHITECTURE DESIGN

CONSULTANT

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- b) Review and approval of Good for construction drawings
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- e) Approval at 100% completion, Issuance of Completion Certificate

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- a) Review and Approval of all As Built Drawings for submission to Authorities
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5. **Time and Payment Schedule**
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Annexure: 1A – Design Brief

Annexure: 1B – List of Available Survey Data

Terms of Reference (TOR)

1. **General**

- 1.1.** With the demand for primary Healthcare in the country continuously increasing, AIIMS is facing tremendous stress on its existing medical facilities, with shortage of academic and administrative areas, ageing infrastructure and excessive pressure on the doctors to treat the daily long queues of patients who come to the hospital. The campus is, thus, in dire need of redevelopment and expansion. To guide this, a robust long-term vision is the need of the hour, to ensure an equitable growth of the campus over the next 50 years. The objective of this Project is up gradation of the physical environment of the campus by redoing the entire master plan and construction of new academic, clinical, research and residential accommodation for within the campus to cater to the present as well as future needs for decades to come.
- 1.2.** With a view to redeveloping AIIMS into a world class medical university, the Authority has prepared Master Plan for the Project through appointed Master Planning and Programme Management Consultant (PMC). The Project would be implemented on Engineering Procurement and Construction (EPC)/ Design and Build (the "D&B") basis.

2. **Objective**

- 2.1.** The objective of this assignment is to undertake requisite studies to review and add value to the Final Layout Plan and Schematic design prepared for all buildings under the Master Plan of the AIIMS New Delhi Campus and prepare Detailed Design and tender documentation for the proposed development for appointment of a design build contractor for implementation. The Consultant will also be responsible for providing Technical Assistance during preconstruction, construction and post construction activities of the contractor. The services provided by the Consultant to complete this Assignment shall meet the following objectives:

- The intended function of the building;
- Ease of construction and economy;
- Digitally enabled;
- Safety and sustainability;
- Programme and budget;
- Green building; and
- Ease of maintenance

- 2.2. While the AIIMS New Delhi Campus is spread over about 197.05 Acres over 5 major land parcels adjacent to each other, the scope of this Consultancy is limited to East Ansari Nagar Campus (107.6 Ac), Trauma Center Extension Campus (14.95 Acres) and for the new OPD block at Masjid Moth. The total land area under the purview of this Consultancy is approximately 152.55 Acres.
- 2.3. The project scope has been set out on the basis of the master plan prepared by the Authority which is available for guidance only and may be subject to change and development during the course of the project
- 2.4. The scope of this Consultancy is for all the buildings and site infrastructure proposed as part of redevelopment for AIIMS New Delhi Campus. The building design as per the scope is restricted to Phase I only however the trunk infrastructure engineering design has to be planned for entire site area considering existing, Phase I and Phase II. The total new built up area are per the Master Plan proposed is approximately 1.6 million Sq.m.
- 2.5. The total built up area in Phase I under the purview of this study is approximately 1,000,000 Sq.m. including approximately 3,75,000 Sq.m. of basement area.
- 2.6. Built up area to be counted as **FAR + Non-FAR**, which includes all Non-FAR spaces such as basements, fire tower etc. The total BUA defined in the TOR includes Sub structure and super structure area. The total BUA anywhere in the RFP defined for super structure is to be considered as minimum FAR area. The actual BUA will be based on the detail design but in no circumstances shall be less than the provided areas in the TOR

3. **Services**

- 3.1. The Authority, accordingly, seeks the services of a qualified Architecture firm, on consultancy basis, for architectural and engineering consultancy services for Master Plan of AIIMS New Delhi campus in accordance with this TOR and the terms of the Agreement.
- 3.2. The Consultant shall be required to provide design services for Healthcare planning, architecture, building engineering, Building management systems, ICT, site wide infrastructure, lab design, kitchen and laundry design, medical equipment planning, interior design, landscape architecture, green building certification, including detail design for the urban realm, transportation and detail specifications, costing and approval of all drawings/ details to be submitted by EPC/ DB contractor.
- 3.3. PEAC services are not limited to tender design only but includes design support during execution and final hand over of buildings to AIIMS.
- 3.4. The Consultant shall be responsible for preparation of the tender document for hiring of EPC/ DB contractor under the guidance and supervision of PMC. the ultimate approving authority of all design will be with AIIMS. All requisite approvals related to floating of RFP for EPC contractor based on the tender document prepared will be the responsibility to consultant.
- 3.5. The Consultant shall provide the full range of architectural services and shall act as the Design Coordinator (design team leader) responsible for leading and co-

ordinating the input of the other design team members into the design process. The Consultant also will be the Authorised Person responsible for all design approvals for the drawings to be submitted by EPC/ DB contractor. In case consultant does not possess specialised services, the Consultant will, at his own expense, provide specialist services including but not limiting to:

- a. Architecture Design
- b. healthcare planning,
- c. interior design,
- d. acoustic design,
- e. landscape design,
- f. façade lighting design,
- g. kitchen design
- h. laundry design
- i. cost consulting
- j. logistic design
- k. MEP including hospital MEP and fire fighting services
- l. BMS & ICT services
- m. Medical equipment planning
- n. Helipad design
- o. Signage design
- p. Waste management
- q. Medical/Path/Research Laboratory design
- r. Vertical Transportation Design
- s. Signage design
- t. Loose and fixed furniture design and specifications
- u. Trunk infrastructure planning (including water, storm water drainage, sewerage, electricity, HVAC, ICT, solid waste, gas, oxygen generation plant etc.)
- v. Sustainability design/Green Building – IGBC Platinum certification
- w. BIM - 3D Modelling

3.6. In order to fulfil aforementioned broad objectives, the consultancy assignment shall be carried out in the following parallel or overlapping parts as the case may be:

3.6.1. Stage 1 – Pre-Construction

- Review and value Addition in the Master Plan & Schematic Level Details provided to selected consultant at the onset of the project. **(for Phase 1 & Phase 2)**
- Detailed design including co-ordination between Architecture, Interior, Engineering MEP and all other services. **(for Phase 1)**
- Detailed costing and preparation of all specifications, BOQ for the approved design. **(for Phase 1)**
- Site Level Trunk Infrastructure design including storm water network plan, water supply network plan, recycled water network plan, electrical network plan, ICT network plan and waste management plan. **(for Phase 1 & Phase 2)**

- Preparation of the RFP documents, technical specifications, detailed bill of quantities, list of approved makes, tender drawings, drawings and details for hiring the EPC Contractor **(for Phase 1)**
- Assistance in Technical Evaluation of the EPC contractor.
- Technical Assistance in all requisite building approvals, clearances and permits.

3.6.2. Stage 2 - Construction Stage

- Review and approval of all submittals including Design Criteria reports and analysis, DD stage, DTD stage and GFC Submittals of the EPC contractor and proof consultants appointed by the contractor or by employer / Authority.
- Review and Approval of all Technical Data Sheets, Shop drawings submitted by the EPC contractor.
- Review and Approval of all samples and Mocks as prepared by EPC Contractor.
- Review and Validation of Change orders and deviation statements as submitted the EPC contractor.
- Review and incorporate in drawings the inputs / suggestions received from the operator or any other agency appointed by the employer / Authority.

3.6.3. Stage 3 – Post Construction

- Review and Approval of all As Built Drawings as submitted by EPC contractor.
- Review and Approval of all Testing and Commissioning reports as submitted by EPC contractor.

4. Detailed Scope of Services

4.1. Stage 1 – Pre-Construction

4.1.1. Inception, development programme and Project Kick Off

4.1.1.1. Kick off workshop

- Participate in the project kick-off workshop with Authority, project stakeholders and PMC. The kick-off workshop shall accomplish the following objectives:
 - Introduction of the Team members.
 - Common understanding of the project goals and objectives.
 - Understanding of the entire site for AIIMS New Delhi with details of campus wide and Phase I design areas.
 - Clear understanding of the Phasing and developable areas
 - Define respective roles and responsibilities of Authority, PMC & PEAC.
 - Agree on the methods of communication and reporting throughout the project duration.

4.1.1.2. Progress Review Meeting

Participate in weekly project status review meetings and present the project progress update in the meeting. The frequency of project status review meetings may change based on actual requirements.

4.1.1.3. Detail Development Programme

- The Consultant is required to reconcile the master plan and schematic level details & drawings with the detailed development Programme and provide the learnings in a report. The consultant shall provide solutions to fill the gaps (if any) between the detailed development Programme and the drawings & documents provided. The final reconciled Programme should provide built up area details for all components of all the buildings and open areas including details of parking and utilities blocks including but not limiting to functional areas, back of the house areas, utilities area, vertical and horizontal circulation areas, any other area mandatory as per prevalent building codes applicable in Delhi and storage areas.
- Consultants shall take into account any changes to be suggested by Authority in the existing programme and take to detail design level.
- The development Programme will also provide final population and density for the entire complex. The details related to employment and visiting population should be part of the overall project development Programme as finalised by the Consultant.
- Consultants shall provide details for built up area, FAR area, ground coverage and number of floors for overall master plan and each of the buildings for all the phases. Consultant to provide external development area details including the green areas, terrace areas, paved areas, semi paved areas. All supporting documents including the drawings and calculations for these are to be provided by the Consultant.

4.1.1.4. Surveys and investigations

- The Consultant shall conduct an analysis of existing climatic conditions and flora of the region for inputs into the planning and design of the complex. Prior to conducting the analysis, the details which are readily and authentically available with reference to fresh scientific parameters, should be checked. The consultant shall assess all the existing environment conditions and ensure early identification of issues for inclusion of adequate mitigation measures in the design.
- The Consultant shall assess all the prior site surveys at an early stage. The Consultant is encouraged to make themselves aware of the prior reports and studies even while submitting the proposal. The Consultant shall conduct a survey for materials which are traditionally/ conventionally not used to identify the sources & suppliers, standard specifications of these materials, testing parameters of the properties as per national or International codes, and sample of the material,

approximate lead time for transport and approximate costing for budgeting purpose.

- The Consultant shall carry out reconnaissance survey of the site area to gauge an overall idea about the terrain, site conditions, existing buildings and infrastructure. Geotechnical studies data will also be available from previous studies. Please refer Annexure 1B for a list of available studies.
- The Authority will provide topographic information at no cost to the Consultant.

4.1.1.5. Technical Assessments and Preliminary Engineering and Architecture Design Criteria Report

- The Consultant shall study and assess all previous studies and reports pertaining to the site and the surrounding region and ensure integration of proposals that have been accepted or are under implementation within the planning purview of this project.
- The Consultant shall apprise themselves of the all relevant building bye laws and planning norms of the area, its process and most recent status. The Consultant shall prepare a list of all necessary drawings and documents apart from those already provided that are necessary for fulfilling the duties under this assignment and initiate a formal request to the PMC for sharing the information.
- Consultant shall review the proposed Layout Plan which has been prepared after deliberations with multiple stakeholders. The consultant shall review the overall master plan and provide comments along with value additions to make it more functional and robust. Each value addition suggested shall be destined towards making the development more efficient and should be illustrated with suitable example/benchmark from similar projects.
- Consultant shall suggest suitable modifications (if required) based on international best practices and with an objective to make the design more efficient, modern, implementable and economical. All suggested modifications have to be supported by the relevant codes, standard industrial practices or benchmarks from similar national/international project.
- As part of this stage delivery, the consultant shall provide final PEA Design Criteria report after reconfirming all technical parameters, infrastructure demand assessment, specific issues related to the proposed / existing development and detailed design considerations. Major emphasis will be on sustainability and transportation design efficiencies. The total car parking units in the basements should correspond to the requirements of ingress/ egress ramps for fast evacuation in case of emergency. The overall infrastructure planning should be corresponding to Phased development to be finalised in

consultation with Authority, PMC and relevant stakeholders. The Design Criteria report shall be provided for

- a. Architecture
- b. Healthcare planning
- c. Interior design including furniture, lighting and acoustics
- d. Landscape design
- e. Trunk Infrastructure
- f. MEP services
- g. Structure design
- h. ICT and BMS
- i. Transportation
- j. Signage and wayfinding

4.1.1.6. Deliverables

- All the deliverables as per the list below shall be in the form of 06 (six) hard copies +1 (one) soft copy in MS Word/ in-design and PDF format for Reports and REVIT, AUTOCAD Dwg. & PDF formats for drawings/ plans along with BIM compliant model as per specification mentioned in Scope of work
- The deliverables at this stage shall include but not limiting to:
 - i. inception report
 - ii. Detailed Work breakdown structure and project schedule in Oracle Primavera
 - iii. Draft Preliminary Engineering and Architecture Design Criteria Reports with Detailed development programme and Preliminary Costing
 - iv. Preliminary Engineering and Architecture Design Criteria Reports with Detailed development programme and Costing after incorporating comments received from Authority and PMC

4.1.2. Draft Detail Design

4.1.2.1. Detailed Master Plan and trunk engineering design

- Detailed Master Plan exercise has to be carried out for entire site. Authority already has prepared a masterplan for the overall site which the interested bidders can review at Project office. Successful bidders shall be provided with a copy of draft master plan and schematic drawings.
- Consultants are required to review the master plan, schematic drawings and incorporate suitable changes into the design development to make it more efficient and workable.

- The preparation of a Detailed Master Plan will be preceded by the formulation of key design and development principles for the Detailed Master Plan to be done by the consultant. These will include KPIs for sustainable development and smart development established on the basis of benchmarks and case examples. These principles and KPIs will also become the basis of evaluation of design strategies adopted for the detailed master plan.
- Consultant shall review the master plan, the schematic drawings and amend the drawings / details with a view to streamline the integration of multiple stakeholders involved in decision making including co-ordination with the following authorities:
 - i. Delhi Development Authority (DDA) and NDMC
 - ii. Delhi Jal Board (DJB)
 - iii. CPWD / PWD
 - iv. Delhi Transco and BSES
 - v. Forest Department
 - vi. National Highway Authority of India (NHAI)
 - vii. Delhi Metro Rail Corporation (DMRC)
 - viii. Indraprastha Gas Limited (IGL)
 - ix. Airports Authority of India
 - x. Delhi Fire Services.
 - xi. Delhi Urban Arts Commission.
 - xii. Archaeological Survey of India
 - xiii. Environment
 - xiv. UTIPEC
 - xv. Any other statutory authority

4.1.2.2. The consultant shall provide the following details as part of detailed design submission:

- Zoning and development Programme based on the applicable zoning regulations and permissible height from AAI.
- Transportation and circulation with focus on segregating vehicular, cargo and pedestrian traffic, VIP circulation, Emergency vehicles, Drop-off and pick up etc
- Metro connectivity and station entry from multiple points
- Trunk infrastructure provisions
- Final master plan complying to sustainability guidelines for IGBC platinum building complex.

- External and Internal traffic studies and analysis for requirement of gates, road circulation, vehicular and pedestrian movements on surface level.
- Study and Analysis for Surface and Basement car parking – layout design and circulation, number of entries and exits from basements for VIP, public, staff, service vehicles, ambulance parking, loading and unloading areas for truck etc
- Signage details – External and Internal street and landscape signages including directories, Way finding signages, Mandatory – regulatory, fire and emergency, Revenue signages etc.

4.1.2.3. The detailed master plan shall include the following:

- Overall illustrative master plan in a suitable scale illustrating general delineation of proposed development mix, building massing, vehicular and pedestrian circulation, open space relationships, and development character
- Circulation plan at the level including entry to site from adjoining roads, internal circulation basement ramps, pedestrian walkways etc.
- Final locations, demand, and area identified for various infrastructure components including but not limited to water storage, sewage treatment, drainage, rainwater harvesting, power, gas and telecommunication infrastructure benchmarked against similar developments elsewhere and as per international best practices.
- Trunk network planning and interface with existing infrastructure.
- Ground coverage plan
- FAR and Built-up Area details
- Building height plan after considering final site formation levels and approved building height with reference to AAI approved heights and Survey of India benchmarks. The Consultant shall examine the surroundings and proposed developments to incorporate synergies that aid the objectives of the Authority. The Consultant shall propose any cut/ fill required at the site keeping the surrounding infrastructure design/ road levels in perspective.
- Building mass and trunk infrastructure components on a BIM platform.

4.1.2.4. Detailed Building Architecture and Interior Design

- The consultant shall study and review the concept and schematic design and shall suggest options for improvisation in design as part

of detailed design submission. However, the consultant shall ensure that the original design is to be retained and only minor deviations can be acceptable to meet the statutory requirements. These suggested options shall be subject to approval from Authority / PMC.

- The suggested modifications shall be annexed with sketches, floor plans, elevations, views, renderings etc. to sufficiently demonstrate the distinct design intent. Each detailed design should also bring forward the key building materials proposed for external façade and all sustainability parameters proposed to ensure compliance to IGBC platinum guidelines.
- The detailed design must be developed and provided for all the buildings including the external façade wherein all the design parameter and statutory norms are to be followed.
- The detailed design shall also highlight the internal building circulation, access to basement, access to metro station, active and ancillary areas within the complex.
- The Consultant shall coordinate with all necessary disciplines, consider all prior works and prepare scheme incorporating but not limited to finishes, plumbing, mechanical services, fire and life safety, acoustical requirements electrical services, access control, internal & external signage's, Public address system, ICT and Building Management system, Medical equipment planning, Medical gas pipeline system, Solid waste management system, vertical transportation system etc.
- Consultant shall provide Submission at this stage will include but not limit to:
 - i. Final structural grid layout for all buildings
 - ii. Suggestion and incorporation of improvement in the original concept and schematic design.
 - iii. Dimensioned Floor plans with door window schedule
 - iv. Vertical Traffic analysis for the number of lifts and escalators proposed.
 - v. Room data sheets
 - vi. Coordinated Elevations
 - vii. Internal circulation highlighting visitors, staff, patient and services flow.
 - viii. Sustainability concepts
 - ix. Classrooms designs and configurations,
 - x. Lecture theatre designs and layouts
 - xi. Concept Equipment and Furniture layout of each room / space,
 - xii. Service floor plans

- xiii. Parking floor plans with areas for driver lounge, waiting, parking ticket etc.
 - xiv. Detail landscape design for all open areas within the Phase I development only.
 - xv. Area statement
 - xvi. Parking plan
 - xvii. Interior design typical areas covering all spaces in the buildings. Themes of interior design (minimum 3 options for Authority to choose)
 - xviii. Furniture layout for all the rooms including details of furniture (with item code and specifications and number) including reception, offices, cabins, wards, units, rooms, utilities, storage, laundry etc. The Same details shall be provided in drawing as well as document format.
 - xix. Broader material Specifications.
 - xx. Material pallet with physical samples
 - xxi. Product catalogue / item code for manufactured items.
 - xxii. Calculations of Staircases, exit corridors, exit discharges, Sanitary fixtures in Toilets.
 - xxiii. Design of all types of Signages- (Directional / Way finding, digital & revenue and Mandatory - fire and regulatory signages) along with detailed specifications of materials, sizes and indicating the locations of signages on site plan, landscape drawings and building floor plans (basements and super structure). These should include all External and Internal signages including Street signages for vehicles and pedestrian areas, landscape area, basement, and surface parking, building facade and interior signages -project and floor directories, room identification. etc.
- The Consultant will prepare detailed design of all elements including landscape, pedestrian, vehicular movements, streets, parking and inside the buildings such as but not limited to staircases, toilets and common areas, elevators, travellers including horizontal and vertical traffic analysis, utility rooms, storage, ancillary areas, external facade, passive design features, external finishes, pavements, flooring, door/ window schedule and details, external/ internal lighting, Video walls, Display Screens, internal iconic murals, acoustic, signages, internal landscape. The design should provide stand-alone systems with backup facilities in case of emergency operations.
 - The design should sufficiently demonstrate all requirements needed to prepare the tender document for EPC/ Design Built concept.

- The Consultant will take approvals from the Authority / PMC and his delegates at each stage of the process. The Authority shall provide necessary direction and approvals at every stage including suggestions and changes to built-up area and envisaged activities within reasonable limits.
- Minimum 2 no's high-quality 3D renders at eye level for all buildings and 5 aerial renderings for all campuses showing design theme and character of the development.
- High quality renders for all interior design for all typical areas in each building type.

4.1.2.5. Lab design

- PEAC needs to bring on board the agency qualified and accredited in designing the BSL labs (I, II and III), animal labs and other pathology labs as proposed in Phase I development of the project. The credentials of the agency being involved shall be shared with Authority for approval. Only upon approval, such agency shall be permitted to provide design engineering services for the project as a Sub con to the PEAC.
- PEAC shall share the Design Criteria for the proposed labs along with concept layouts with the Authority during the inception stage. The detail design of the proposed laboratory must be developed as per approved international standards. The detailed drawings of the facility must reflect the layouts of all the laboratory areas along with the room numbers to facilitate the placement of essential on-site as well as stand-alone equipment in the facility.
- The placement and installation of all on-site equipment like autoclaves, Biological liquid effluent decontamination (BLED) plant/chemical kill tank, air handling units, exhaust filters within the facility must be identified. Placement of all safety equipment like fire extinguishers, water sprinklers, etc. within the facility should also be incorporated in the detailed drawing. The design shall be compliant with Delhi Fire services requirements and local and NBC codes. Complete Heating Ventilation Air Condition (HVAC) design calculations for maintenance of unidirectional airflow and negative pressure as compared to the ambient within the facility and air flow diagrams shall be provided.
- The deliverables shall include:
 - i. Design Criteria report and concept layouts to be approved prior to commencement of design
 - ii. Layout plan for all individual areas, sections, typical details
 - iii. Furniture design
 - iv. Interior design including lighting and acoustics
 - v. Detail specifications and equipment plan
 - vi. MEP, firefighting design

- vii. Material specifications and list of makes
- viii. Costing estimates

4.1.2.6. Landscape Design

- Landscape detailed design has to be developed over the entire Phase I area as defined in the scope of work.
- The consultant shall study and review the landscape concept and schematic design and shall suggest options for improvisation in design as part of detailed design submission. However, the consultant shall ensure that the original design is to be retained and only minor deviations can be acceptable. These suggested options shall be subject to approval from Authority / PMC.
- The landscape design for AIIMS complex will take advantage of its natural surroundings, the internal greenways corridor and potential off-site views. Draft Master Plan envision the open spaces to be visually cohesive, continuous along streetscape corridors and well connected to create a unique environment which is responsive to the needs of the new community. Outdoor spaces will be designed for active as well as passive uses within a comfortable environment based on sustainable principles. The landscape design will aim to enhance both amenity value of the properties while creating a distinctive new community identity.
- Consultant will carry out site evaluation; undertake site analysis to understand and evolve a landscape framework. Develop the “big moves” and refine these into key initiatives and landscape strategies for the Authority’s review. At this critical time, the landscape framework must be fully aligned with the concept and vision options for the overall site.
- Consultant will develop the detailed Landscape Master Plan to include the character, key landscape Programmes and features which forms the general design direction.
- Consultant will develop a landscape positioning statement to drive and inform the landscape master planning process covering
 - i. Landscape Vision and Analysis Diagrams and precedent studies
 - ii. Detail design for open space and green areas including all surface parking, drop-off, green areas, roof top gardens etc.
 - iii. The detail design will include all requirements of plantscape, soil, sub grade, MEP, lighting water proofing etc.
 - iv. landscape design 3D views for each zone type (open space system, Academic blocks zone, Public area zone, drop-off etc)
 - v. Diagram image board to illustrate concepts.
 - vi. Material palette

- vii. Specifications for all landscape elements – softscape and hardscape
 - viii. Irrigation system
 - ix. Furniture & Signage design
 - x. External Lighting design
 - xi. Water features design and approach
 - xii. Planting (Softscape) Approach (Material Board)
 - xiii. Detailed Cost estimate for all the items.
- 4.1.2.7. Building Engineering (Mechanical, HVAC, Electrical, ELV, Plumbing, Fire Fighting – MEP)
- Consultant is required to estimate infrastructure demand for the entire complex (all buildings) and propose the trunk network (external infrastructure) for the entire site. The principles for IGBC platinum certification shall be considered while assessing the total infrastructure demand assessment and system planning.
 - Concept and schematic design for trunk infrastructure network shall include but not limit to:
 - i. Design of infrastructure connectivity points with external (city level) infrastructure system
 - ii. Potable Water storage and distribution system
 - iii. Sewerage network
 - iv. Sewerage Treatment plant (STP) details
 - v. Re-cycled water network
 - vi. District cooling system (for entire complex) including plant details, ducting details, supply network and all associated details.
 - vii. Firefighting water reservoir and firefighting system (external)
 - viii. Fire engineering plan
 - ix. Storm water system and rainwater harvesting (site level)
 - x. Renewable energy systems (Photovoltaic system for power generation, solar water heating system etc.)
 - xi. Site wide security and surveillance plan
 - xii. Site wide public address system
 - xiii. Trunk power network including substation and transformers.
 - xiv. Power back-up system with HSD yard and distribution network.
 - xv. Complete infrastructure plan for external open and landscape area (including roads, streetlights, pathways, paving, plantation areas, water bodies etc.)
 - xvi. Provisioning for Domestic Gas distribution network.
 - xvii. Central control and monitoring system: consultant shall provide detailed design for central command and control centre to monitor and control all building engineering services including security and surveillance systems from a

central point. Complete Information and Communication technology (ICT) network concept and specification shall be provided by consultant.

- xviii. Detailed Cost estimate for all the items.
 - xix. Medical gases/ manifold, oxygen plant, LMO provisions and specifications
 - xx. Pneumatic tube system for sample collection.
- It is proposed to design the entire trunk infrastructure within service tunnels which will have all services exposed and laid in planned manner. These service tunnels should be accessible and maintenance friendly and should be 100% flood proof.
 - For internal (building level) infrastructure plan (MEP plan) consultant are required to provide the detailed design for each of the buildings.
 - i. The Consultant will include but not limit to services such as but not limited to HVAC, fire detection and firefighting systems, Passive Network infrastructure, plumbing and building drainage, site drainage, landscape area infrastructure plan, access control/ physical security and surveillance systems, elevators/ escalators, power management system, transformers, UPS, power back-up, acoustic control, waste water management system, parking management system guidelines.
 - ii. Sizing of all shafts and location. Consultant has to ensure compliance with all relevant codes including NBC2016 and Unified Building Bye Laws for Delhi for sizing and specification of shafts.
 - iii. Infection control provisions for all HVAC systems.
 - iv. The services shall be designed as per latest standards and applicable codes.
 - v. The consultant shall ensure the durability, serviceability, structural adequacy, conformation to the design standards aesthetics, structural component of the project before recommending the same for approval.

4.1.2.8. Structural Engineering services

- The buildings within Phase I shall be designed to withstand static/ dynamic loading (wind/ seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages. The provisions in various BIS Codes shall override the packages output. All models shall be shared with Authority and PMC.

- The Consultant shall supply all design calculations/computer input and output giving specific reference to BIS/ NBC/ NDMA, along with soft copies.
- Consultant shall ensure sufficient provision for constructability of buildings which are proposed adjacent to the old construction/ existing buildings which designing the structural system.
- All vibration loads related to design of helipad shall be considered for the building where the helipad is proposed. For other building general specifications shall be provided as part of Design Criteria report. The consultant shall provide the detailed cost estimate for all the structure related items.
- All areas where heavy medical equipment, MEP equipment, DG sets, WTP, STP, ETP etc. are proposed should be designed as per the loading requirement with provision for installation and maintenance and replacement of equipment. All support mechanism/ loading shall be defined accordingly.

4.1.2.9. Solid Waste management

- The complete complex will be designed based on partial pneumatic solid waste management system and gravity-based chute system. There will be manual collection of medical solid waste and pneumatic collection for general waste from the entire complex. The consultants will provide all concept and detail design and for the system as well as network for fully automated system. The details will also include final disposition system from the collection centre.
- The system shall be designed for entire complex.
- Consultants will also provide the entire solid waste management system complying to IGBC platinum certification. If the design and code of regulation permits, consultant will also provide a Bio-Methanation plant on site for waste disposal. The gas network from the plant will also be part of consultant scope of work.
- Deliverables for all the structural system design will be in parallel to design submissions listed above. The deliverables shall be made at concept and schematic stage to sufficiently demonstrate all details mentioned above. The consultants shall review the Design Criteria report available with AIIMS/PMC and submit as part of preliminary design stage for solid waste management systems, the final Design Criteria Report incorporating all inputs and after doing value engineering

4.1.2.10. Transportation planning and engineering

- The nature of proposed complex requires detail analysis of transportation network to address the peak volume of traffic during mega events. The transportation planning services are to be performed for all traffic movements/ circulation routes/ spaces

inside bounds of project area/ plots and the traffic movement/ circulation routes/ spaces affecting or being affected by the project and temporary or permanent diversion routes/ spaces related to project whether at or near the site. Detailed scope is as per the following:

- i. Estimation of traffic volume and its distribution based on standards
- ii. Collection and examination of relevant information from site.
- iii. Establishing technical criteria and prepare design as per relevant codes, applicable laws and international best practices.
- iv. Prepare traffic circulation plan, vehicular parking layouts, pedestrian/ cycle path.
- v. Review of Master Plan, proposed entry, exits, parking access, egress points.
- vi. Prepare pedestrian movement, disabled parking access and circulation plan along required appurtenances/ special equipment if any.
- vii. Contribute to the preparation of emergency evacuation, notification, disaster management strategy.
- viii. Prepare internal road layout drop offs, pick up points turning radii, goods movement, loading/ unloading stations/ docks/ areas, internal traffic circulation/ and refine the design related to traffic planning and engineering.
- ix. Traffic engineering solutions, to be incorporated in other design documents including suggested GA and requirements for structural/ MEP& FF system corresponding to design.
- x. Provide developed designs of road widths, cross sections, levels, turning radius, gradient horizontal/ vertical curves, ramps, lane configurations along with detailed specifications of road heavy circulation areas, paths and appurtenances.
- xi. Design of taxis and bus drop off/ holding areas.
- xii. Design of parking layout covering all basements. Prepare traffic circulation for all basements, estimation of quantum of ramp requirements, planning and entry and exit, along with detail design of signage required to be installed inside the basement parking.
- xiii. Prepare computer-based traffic simulation model using internationally recognised state of the art software for validating the design proposals, road layouts, pick up and drop off arrangement considering the projected traffic flow covering all the development components of the project.
- xiv. Prepare details of structural, MEP and architectural design for sky walks connecting different campuses.

4.1.2.11. Food service, Kitchen and laundry services

- AIIMS redevelopment requires food services areas including hospital Kitchen to cater requirement for approximately 3000 beds in Phase 1 and 2 and 2000 beds in future, Cafeterias for patients' attendant relatives/ outsiders, Canteen Kitchen at various academic, research and hostel areas for students/ faculty/ staff. The project will also have a fully automated Laundry for the entire campus. The requirement for kitchen and Laundry shall be computed for proposed and future beds of 5000 and for entire academic area for Phase 1 and 2 combined.
- The scope of services for PEAC includes providing Detail design Consultancy for Food Services and Laundry areas. PEAC shall provide detail design, specifications and BOQ for all areas related to kitchen and Laundry.
- Food service design would include the following
 - i. Assessment and confirmation on area requirement for kitchen, cafeteria, mess including front of house and Back of the House areas.
 - ii. Dining areas (all types in all buildings of Phase I)
 - iii. Logistic and Common Receiving Area for central kitchen
 - iv. Pantry/ warming areas in all tower blocks
 - v. Associated Housekeeping and waste management requirements for these areas.
 - vi. MEP requirements
- Hospital Laundry design services will include:
 - i. General Linen Load Calculation.
 - ii. OT Linen Load Calculation.
 - iii. Laundry design and support area design within central laundry and all clinical/ research areas.
 - iv. Equipment Selection.
 - v. Equipment MEP Requirements.
 - vi. Equipment Specification.
 - vii. Housekeeping control room.
 - viii. Linen room.
 - ix. Housekeeping Store.
 - x. MEP requirements
- Scope of services for this section includes detail costing, and specifications.

4.1.2.12. ICT network design

- The entire campus is proposed to be equipped with State of the Art ICT network. The PEAC shall ensure that the design for complete ICT network provides high speed data, voice and surveillance along with integration of complete BMS, SCADA and Audio-visual facilities. The Objective of ICT master plan include:
 - i. The entire campus would be designed with state-of-the-art ICT AV Security network on a robust Digital platform.
 - ii. There would be robust ICT network with Tier 3 Data Centre to provide complete Redundancy. The primary and secondary data centres would be designed to accommodate present & future's expansion plans.
 - iii. The ICT network will facilitate very high-speed Data, Voice video and Surveillance through Fibre Optic backbone across the campus.
 - iv. A Main Master Fibre Optic network backbone would be designed to transport ICT - Data, voice, Wi-Fi, BMS, Security, Controls systems, and automation. The network backbone would also support transport Audio Visual traffic viz Conferences Live Streaming etc.
 - v. Entire Complex would have highly secured Wi-Fi for office users, guest users & VVIP users.
 - vi. Entire Complex shall be covered by Multi-Layered Security & Surveillance System.
 - Monitoring entire Complex by CCTV cameras.
 - Implementing Restricted Access to Critical Areas viz. Administrations area, Hospital areas, Public areas, VIP & VVIP's circulation, Centralised Utilities areas would be protected by access control.
 - Monitoring shall be done from Security Command Centres/Main Security Command Centres.
 - vii. Smart integrated Screens to be provided at various locations to display Live Data about the OPD registration number, Availability of Beds, etc.
 - viii. Intelligent Way finding Kiosk to be provisioned at strategic places to navigate the Floor space by guests
 - ix. Integration of Modular OT with the Academic blocks for live streaming of procedures.
 - x. Auditorium would be equipped with top-notch Audio-Visual systems along with Language Interpretation system to facilitate the foreign delegates as well.
 - xi. Apart from the above, the facility shall have Car parking management and Guidance system, Visitor management systems etc.

- xii. A step Towards DIGITIZATION – use of IOT (Internet of Things), use of sensors to do predictive maintenance, optimizing visitors experience, using AI (Artificial Intelligence), & big Data analysis are planned.
 - xiii. The facility shall also incorporate centralised Communication operator’s room for all Telecom & Internet service providers
 - xiv. Integrated Central Security and Operation Command Centres like Main Security Command Centre (MSCC), Main Operation Command Center (MOCC) for monitoring & operation of the complex along with Building wise Security Command Centre (SCC) and Operation Command Centre (OCC) would be planned.
 - xv. The Inventory management is also proposed through a digitized system supported by ICT
- Deliverables for ICT master plan will include but not limit to
 - i. Provide ICT solutions, design, details, specifications etc. to meet the above-mentioned objective
 - ii. demand assessment for complete ICT network at campus level for the fully built out scenario (phase 1 and 2).
 - iii. Data centre (Tier 3) design for entire built out scenario (Phase 1 and 2). PEAC shall be responsible for collecting all the requirement for a robust ICT infrastructure planning from Authority
 - iv. Detail design for CCTV, ACS, IAS Control Systems
 - v. IT and Data Networking Infra Systems: Data Centre (primary and secondary), Active & Passive components, Wi-Fi, and IPABX Systems.
 - vi. Audio Visual Systems, Digital Signage, Building Management Systems
 - vii. Security Systems
 - viii. Crowd management systems design
 - ix. Augmented Reality / Virtual reality Solution
 - x. Command and Control centres
 - xi. Integration of all infrastructure with command and control centre
 - xii. Detail network planning for complete ICT network
 - xiii. Detail specifications and list of makes
 - xiv. Cost estimates

4.1.3. Final Detail Design

Upon completion of previous stage, consultant will proceed with the detailed design package. The package will consist of detail design level

details and drawings which represent and describe the expected dimensions, character and details of the project.

The detailed design will indicate the size and character of the project in sufficient detail to enable both the PMC team and the Authority to make decisions on final spatial arrangements, for all the activities defined at the Draft Detail Design stage. The detail design shall include:

- Detailed Master Plan and trunk engineering design
- Detailed Building Architecture and Interior Design including OPD block at Masjid Moth
- Landscape Design
- Final Lab design
- Building Engineering (Mechanical, HVAC, Electrical, ELV, Plumbing, Fire Fighting – MEP) including OPD block at Masjid Moth
- Structural Engineering services
- Solid Waste management
- Transportation planning and engineering
- Food service, Kitchen and laundry services
- ICT network design

4.1.3.1. BIM - 3D Modelling and Spatial Database

Authority require consultant to work to the principals of BIM (Building Information Modelling) Level 2. The fundamental principles for Level 2 information modelling, defines the process as: “Process of designing, constructing or operating a building or infrastructure asset using electronic object-oriented information” the consultant shall appoint a lead BIM coordinator who will prepare a BEP (BIM Execution Plan) and MIDP (Master Information Delivery Plan) based on EIR (Employer’s Information Requirement). Lead BIM coordinator has following responsibilities:

- Be responsible for getting all modelling work done to the requirements of the BEP.
- Solving day to day modelling and coordination issues as they arise.
- Checking Model quality and integrity prior to generation of deliverables and issuing of Model information.
- Preparing and delivering models to the outlined delivery schedule and protocol of model exchanges as outlines in the BEP.
- Working with the BIM team leaders to align discipline Models to the requirements of the BEP.

All infrastructure, networks and facilities designed by the Consultant as part of this assignment shall be consolidated as part of a spatial database preferably using MS-SQL Server Spatial or Oracle Spatial or

other system which will be maintained by PMC. The Consultant shall coordinate with the PMC on the design of data scheme of the spatial database beforehand. Both the 2D and 3D spatial data shall be stored in such spatial database for mapping, modelling and analysis.

4.1.3.2. Physical scaled model

The Consultant will prepare a scale model (1:500) of the entire site and the adjoining roads and the proposed building/ group of buildings showing complete details of the buildings and the site including landscape details (soft scape and hardscape), circulation, street furniture, street and parking lighting. The model base will be regular in shape and shall include all buildings within 5 land parcels namely, East Ansari Nagar, west Ansari Nagar, Masjid Moth, Trauma Centre, and Trauma Centre Extension. For buildings in Trauma Centre, west Ansari Nagar and Masjid Moth, the model will only show building blocks with no details (except OPD Block design at Masjid Moth where detail design of the building will be shown in the physical model), but the landscape shall for the entire base shall be of same level. For the buildings being designed by consultant under the Scope of work shall have sufficient details to demonstrate Architecture character and other details. The model shall be prepared in modules which can be easily assembled and transported. The entire model shall have a cover to protect it from dust and damages. The model may be required to be displayed at 2-3 locations before keeping it at a permanent location.

4.1.3.3. Multimedia animation with walkthrough

Fly through with an aerial animation that demonstrates the development in totality - covering the project so as to clearly convey the design and planning intent. The Fly through will be a photorealistic 10 minutes video in 1080p HD and the camera will occasionally zoom in / dip down and cover detailed parcels from close up or street view, views of interior spaces, external spaces and surrounding area while maintaining continuity in the overall animation. The animation will also include moving entourage like people, foliage, vehicles, birds and water fountains wherever applicable. The consultant will first get the story line approved by Authority/ PMC and will initially provide a draft cut of the camera angles, heights and path for the approval. Subsequent to submission of first draft which will be full HD video with voice overlay, Authority will provide his set of inputs for consultant to incorporate. Subsequent to incorporation of all suggestions, consultant will submit final video in full resolution to Authority for approval.

4.1.3.4. Deliverables

The deliverables at this stage shall include but not limiting to:

- Complete set of detailed design drawings for all above mentioned components in soft copies (AutoCAD and PDF) along with 4 sets of hard copies in A0/ A1 size.
- Physical Model as specified above

- 3D renderings to demonstrate final approved design for the entire complex.
- A fly through with an Aerial Animation that demonstrates the development in totality- covering the project so as to clearly convey the design and planning intent
- Complete BIM model as per details above
- Material Sample Boards - Physical and Electronic
- Details of specific areas such as central command and control centre and emergency response rooms.
- Cost estimates.
- Schedules of Exterior and Interior finishes for each of the spaces and rooms.
- Final revised PEA Design Criteria reports.

4.1.4. Preparation of RFP documents, drawings and details for hiring the EPC Contractor

Post approval on Detailed Design stage, the Consultant shall provide tender packages for floating and appointment of contractor on Design Build/ EPC mode for complete development which includes complete trunk infrastructure, external and internal developments, lighting, open plaza and other landscape, signage and furniture and equipment works etc

If required by Authority / PMC, separate packages for individual components/ packages may be required depending on implementation structure which is to be decided by the Authority for quick execution of construction activities. The consultant shall submit the details accordingly.

These packages shall be formulated such that all buildings and infrastructure are simultaneously and seamlessly executed at the site along with the works related to parking, street lighting, street furniture and landscape. The tender documents shall be designed such that the works can be executed in a short span of time in order to meet Authority's expectations.

4.1.4.1. Project Costing

Consultant shall provide detailed costing for approval from Authority / PMC after incorporating all the changes as suggested during the previous stage. The detailed cost analysis along with bill of quantities and detailed specifications shall be provided by the Consultant in the desired format with all backup supporting documents and calculations along with quotes from vendors. The reference for taking the rates for standard and non-standard items shall be provided along with the calculations with justifications.

4.1.4.2. Tender Documentation and appointment of Design Built Contractor

The Consultant shall prepare the final tender documents, drawings, specifications and schedule of quantities, Bill of quantities, Schedule of finishes of each room / space for all the buildings along with reference of buildings code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials and work, special conditions of contract etc. All the documents to be prepared in the standard formats after the approval of the Authority.

The Consultant shall prepare all relevant documents including selection criteria in consultation with PMC and Authority for bidding out construction contracts for single/ multiple packages created for the designated area.

4.1.4.3. Preparation of Cost estimates and BOQ

The cost estimates shall be prepared as per provisions of this TOR and as per the below requirements

- The description of items in Bill of Quantities should be consistent with the drawings and specifications, and all should lend themselves to harmonious and unambiguous interpretation.
- The Consultant shall prepare detailed estimates for quantities (considering designs of Buildings, roads, structures, utilities, treatment plants, reservoirs and pumping stations as proposed) and project cost including rate analysis for the entire project (package wise), using local/ state/ applicable schedule of rates. For missing items in the local/ state/ applicable schedule of rates, any other mutually agreeable source(s) may be used. The estimation of quantities shall be based on preliminary design of various components. The estimation of quantities and costs shall be worked out separately for each component.
- The Consultant shall carry out a detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates. The unit rate for each item of work shall be worked out in terms of manpower, machinery and materials.
- The Consultant shall prepare BOQ of various components with a break up of cost for each component separately. The Consultant may include provision for physical and price contingencies, other financing costs and pre-construction expenses etc. Cost estimates should be prepared based on item rate analysis and on prevalent market rates in the region. Consultant should perform rate analysis for all the standard items in all works.
- The Consultant shall prepare the Cost estimates and BOQ's for the purpose of tendering process for Design and Built contractor(s). The Consultant shall be responsible for accuracy of the BOQ items.
- The consultant shall ensure that all the Design Intent / Technical specifications / RFP drawings are in sync with each other. Any discrepancies / contradictions between these documents will be

sole responsibility of the consultant. The consultant shall revise the complete set of document and drawings if the discrepancies are found at any stage of the project.

4.1.4.4. Assistance in evaluation and appointment of contractor

- The Consultant shall provide technical assistance to the PMC and Authority in addressing to pre-bid queries during RFP stage, evaluation of bids, technical interviews and selection of contractors for various construction packages.

4.1.4.5. Deliverables

The deliverables at this stage shall include but not limiting to:

- RFP for appointment of EPC/Design Build Contractor
- Complete package of Draft Tender Documentation – drawings, details, project costing, Cost estimates and BOQ, detailed specifications.
- Submission of Sub-packages for Tender Documentation as required by Authority /PMC
- Complete package of Final Tender Documentation – drawings, details, project costing, Cost estimates and BOQ, detailed specifications after incorporating all comments received from Authority/PMC.
- Drawings for all above mentioned components in soft copies (AutoCAD and PDF) along with 4 sets of hard copies in A0/ A1 size.
- EPC/Design build Contractor's Bid Evaluation Report and recommendation for appointment of Design build contractor

4.2. Stage 2 - Construction

4.2.1. EPC/ Design Build contractor's documents, Design Criteria reports, drawings submittal review and approval (Post award of contract to contractor)

4.2.1.1. The Consultant shall provide all technical assistance in providing any further clarifications, details, designs and drawings required by the contractor(s) during the EPCC's Design stages and address any queries raised by the contractor(s). The Consultant shall review all the drawing and design documents, data sheets as submitted by EPCC and provide review comments, approval within 7 days of submission. The consultant also acts as an interface or coordination agency between the PMC and the contractor(s) during the submission of EPCC documents, Design Criteria reports, data sheets and drawings.

4.2.1.2. The Consultant shall review, provide comments, suggestions and approve the Design Criteria report and analysis, detailed design (DD stage) and detail to design (DTD stages) GFC drawings and documents, co-ordinated services drawings (CSD) as prepared by the contractor(s) and / or by sub-consultants / proof consultants as appointed by the

contractor / Authority and ensure that all preliminary design aspects and parameters have been adhered to as given in the Tender document.

- 4.2.1.3. The consultant shall review, provide comments, suggestions and approve all the samples and mock-ups of all the external and interior finishes items, various materials as specified in RFP, façade elements, glazing systems, furniture, signages, engineering related equipment inspections of materials, witnessing the tests at vendor's premises etc in line with the design intent and RFP specifications. These items shall be reviewed physically only in presence of Authority / PMC. The samples or the mock-up shall be reviewed or approved through video conferencing / web link only after written approval from Authority / PMC.
- 4.2.1.4. The Consultant shall not approve any data sheets, design reports, drawings which are not as per the design intent and RFP specifications. It is the prime responsibility of the Consultant to ensure that all the submissions of EPCC are strictly as per design intent and RFP specifications. Any deviation from the Tender document has to be highlighted by the consultant and brought to the notice of the PMC and Authority. No approval can be provided by the consultant on any deviation or change from the tender document without consultation with the PMC and Authority.
- 4.2.1.5. During the duration of this contract, the Consultant is expected to remain available for meetings and discussions as and when called during the pre-construction, construction and post construction stages. The Consultant shall attend all the weekly meetings on site as required by the Authority / PMC. The Consultant shall also ensure the physical presence of the respective subject matter experts / sub consultant in the site meetings as required by Authority / PMC from time to time.
- 4.2.1.6. The Consultant shall provide the required information, details, drawings to the contractor as and when required to make the scope more clear and detailed, which have been missed out in the RFP drawings and documents.
- 4.2.1.7. The start and end of the Post tendering stage shall be communicated by the Authority on recommendation of the PMC.
- 4.2.1.8. The consultant shall analyse, review, recommend and provide justification for the additional cost claims by the contractor from time to time. The Authority / PMC has the final authority to accept or reject any claim as recommended by the consultant.
- 4.2.1.9. The consultant shall review and provide justification with reasons for changes in specifications and its cost impact for the deviations from RFP.
- 4.2.1.10. The consultant shall review the FAR, Ground coverage and Built-up Area statement for each of the stages – Submission to statutory authorities' stage, detailed design (DD stage) and detail to design (DTD stages), GFC stage, construction stage and As- Built drawings stages.

- 4.2.1.11. Increase in Built-up area from the RFP area statement will not be acceptable and it will be solely Consultant's responsibility to ensure that the proposed detailed design drawings (prepared by the Contractor) should not exceed the Built-up Area statement of the RFP.
- 4.2.1.12. The consultant will have to incorporate the inputs and comments as received from Authority / operator/ appointed agencies in the detailed design documents / drawings for further working from EPCC design team in the GFC drawings.
- 4.2.1.13. The contractor shall review the documents and details for Green Building certifications as received from the contractor.
- 4.2.2. Handholding and providing assistance during Construction stage.
 - 4.2.2.1. The consultant shall provide all assistance and visit the site during the hand holding period as required by the contractor from time to time.
 - 4.2.2.2. The consultant shall review, provide comments and approve the Design Reports, Analysis, Shop drawings, Technical data sheets, Deviation statements related to Architecture, Engineering, Landscape, Finishing and ICT, equipment's, Furniture, Signages related works or any other related documents as submitted by the Contractor/Vendor from time to time.
 - 4.2.2.3. The consultant shall review and recommend with proper justification for the requirement of additional vendor, alternative materials/additional makes on the request received from the contractor. However, Authority/PMC reserve the rights to reject these recommendations.
 - 4.2.2.4. Review the documents and details for Green Building certification as received from the contractor.
 - 4.2.2.5. Deliverables

The deliverables at this stage shall include but not limiting to:

 - i. Approval and sign off Report on Detailed design, Detail to design, Shop Drawings, Good for Construction drawings and Co-ordinated Services drawings submitted by the Contractor.
 - ii. The consultant will also approve the materials and makes, approve material and sample mock-ups at site and technical data sheets.

4.3. Stage 3- Post Construction

4.3.1. Review and Approval of all As Built Drawings & Testing and commissioning reports as submitted by EPC contractor.

4.3.1.1. The consultant shall review, provide comments and approve the completion stage drawings for submission to statutory authorities including providing assistance required obtaining the Occupation certificate.

4.3.1.2. The consultant shall review and ensure that the As-built drawings as submitted by the contractor are as per actual construction executed on site. The consultant shall depute its team on site accordingly. The consultant shall provide all assistance to the project engineering team in testing and commissioning of all the engineering related equipment's.

4.3.2. Deliverables

The deliverables during this stage shall include but not limiting to:

- i. Review and approval on As-built Drawings submitted by the Contractor before submission to the approving authorities.
- ii. Assistance in obtaining statutory authority approvals
- iii. Assistance in obtaining IGBC Certification
- iv. Approval of all Testing and commissioning reports

4.4. Deliverables

Stage	Tasks	Task No.	Deliverable
STAGE 1: PRE-CONSTRUCTION	Inception, development programme and Design Criteria	1.1	Inception report
		1.2	Draft PEA Design Criteria Report and preliminary Costing
		1.3	Final PEA Design Criteria Report
	Draft Detailed Design	1.4	Draft Detailed Design Report
		1.5	BIM Models and Draft detailed Costing
	Final Detailed Design	1.6	Final Detailed Design Report
		1.7	BIM models and Final Detailed Costing
	Tender Documentation	1.8	Draft RFP document for EPC contractor
		1.9	Draft Tender Package
		1.10	Final Tender Package
		1.11	Assistance in appointment of contractor - Bid Evaluation Report and Recommendation
STAGE 2: CONSTRUCTION	Technical Assistance during preconstruction activities of contractor	2.1	Review and approval of Design Criteria report, drawings submittals of Detailed Drawings submitted by the EPC contractor.

Stage	Tasks	Task No.	Deliverable
		2.2	Review and approval of Good for construction drawings
		2.3	Review and approval of site Mock-ups
		2.4	Review and approval of Shop Drawings and and Technical data sheets of architecture, Finishing, Façade, Landscape and MEP items.
		2.5	Approval at 100% completion Issuance of Completion Certificate
STAGE 3: POST CONSTRUCTION	Review and Approval	3.1	Review and Approval of all As Built Drawings for submission to Authorities
			Assistance in obtaining statutory authority approvals
			Assistance in obtaining IGBC Certification
			Approval of all Testing and commissioning reports

4.5. Time and Payment Schedule

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
STAGE 1: PRE-CONSTRUCTION	Inception, development programme and Design Criteria	1.1	Inception report	2%	D+0.5
		1.2	Draft PEA Design Criteria Report and Preliminary Costing	5%	D+1
		1.3	Final PEA Design Criteria Report	5%	D+1.5
	Draft Detailed Design	1.4	Draft Detailed Design Report	8%	D+3
		1.5	BIM Models and Draft Detailed Costing	5%	
	Final Detailed Design	1.6	Final Detailed Design Report	8%	D+4
		1.7	BIM models and Final Detailed Costing	7%	
			1.8	Inputs for the draft tender document for	5%

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
	Tender Documentation		EPC Contractor to undertake the construction works (to be supervised and finalised by the Consultant).		
		1.9	Drawings, Specifications, BOQ and Costing for Draft Tender Package	5%	
		1.10	Drawings, Specifications, BOQ and Costing for Final Tender Package	10%	D+6
		1.11	Response to pre bid queries along with PMC and assistance in evaluation of PEA specific scope during EPC tender Evaluation till such time the EPC contractor is onboard.	10%	D+9
STAGE 2: CONSTRUCTION	Technical Assistance during preconstruction activities of contractor	2.1	Review and approval of Design Criteria report, drawings submittals of including submission drawings, detailed design submitted by EPC contractor and assistance in obtaining approval from statutory authorities.	10%	During the currency of EPC contract
		2.2	Review and approval of Good for construction drawings	3%	

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
		2.3	Review and approval of site Mock-ups	2%	
		2.4	Review and approval of Shop Drawings and technical data sheets.	2%	
		2.5	Approval at 100% completion of construction.	2%	
STAGE 3: POST CONSTRUCTION	Review and Approval	3.1	Review and Approval of all As Built Drawings	11%	Within 3 months of issuance of completion certificate and testing and commissioning
			Assistance in obtaining statutory authority approvals		
			Assistance in obtaining IGBC Certification		
			Approval of all Testing and commissioning reports		

4.6. Meetings

- 4.6.1. The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders for the EPC/Design build Contract or the selected Contractor for the Project.
- 4.6.2. The consultant shall attend the project review meetings on site as required by the employer / Authority / authority/ PMC

4.7. Data to be made available by the Authority

- 4.7.1. The Authority will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services and provide relevant project data and reports related to the Assignment available with the Authority. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information

provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Authority and/ or any of his consultants. The Authority (with assistance from the PMC) shall collect and provide to the Consultant the following:

- All available survey drawings, existing reports, studies conducted during the concept to Schematic design stages by the PMC and available data with the Authority. (refer Annexure – 1B)
- Integrated Master Plan including submitted statutory approval drawings (made to NDMC)
- Final Schematic Design package including architecture and engineering drawings, coordinated MEP services drawing, coordinated structural plans, drawing schedules, project costing, specifications.
- Final Development Area Programme for Phase 1 and Phase 2
 - Departmental Area Programme (room by room) for all clinical buildings including ICU, CCU, ambulatory care, nursing areas, offices, OPD, IPD, day care etc.
 - Lab areas, Radiology/ diagnostic area and related infrastructure requirements
 - Development programme for academic, research, residential and student accommodation buildings
 - Academic area details with details of each department requirements, rooms, teaching rooms, labs, faculty rooms etc.
 - Number of housing units including housing for resident doctors with area for each housing units and required furniture details
 - Students hostel area details and number of rooms and required amenities
 - Details of patients, staff, support staff, housekeeping etc

Annexure – 1A - Design Brief

Introduction

1. Preface

The All India Institute of Medical Sciences (AIIMS) was established in 1956 as an Institution of national importance by an Act of Parliament the institute was established with a trinity mission – Patient Care, Education and Research. The hospital has distinguished itself as being a primary center for offering the best treatment to the poor and needy and at the same time it is a fountainhead of education and research par excellence.

The campus, housing medical college & hostels, hospitals, faculty & staff housing and other amenities, is spread over 197.05 Acres over 5 land parcels adjacent to each other but divided by major arterial roads. These land parcels comprise the East Ansari Nagar (Main Campus), West Ansari Nagar Campus, the Trauma Centre, Trauma Centre Block Expansion and the Masjid Moth campus. It is significant to note that the Campus is not only catering to Delhi population but serves patients from all over the country and overseas.

Over the years, the increasing demand for patient care led to need based organic growth and acute stress on the existing facilities causing a general degradation of the physical environment of the campus. The campus is thus in dire need of redevelopment and expansion. A master plan has been envisioned to this effect for redevelopment and expansion of the Campus as a “World Class, State- of the art Medical Institute”.

2. Location

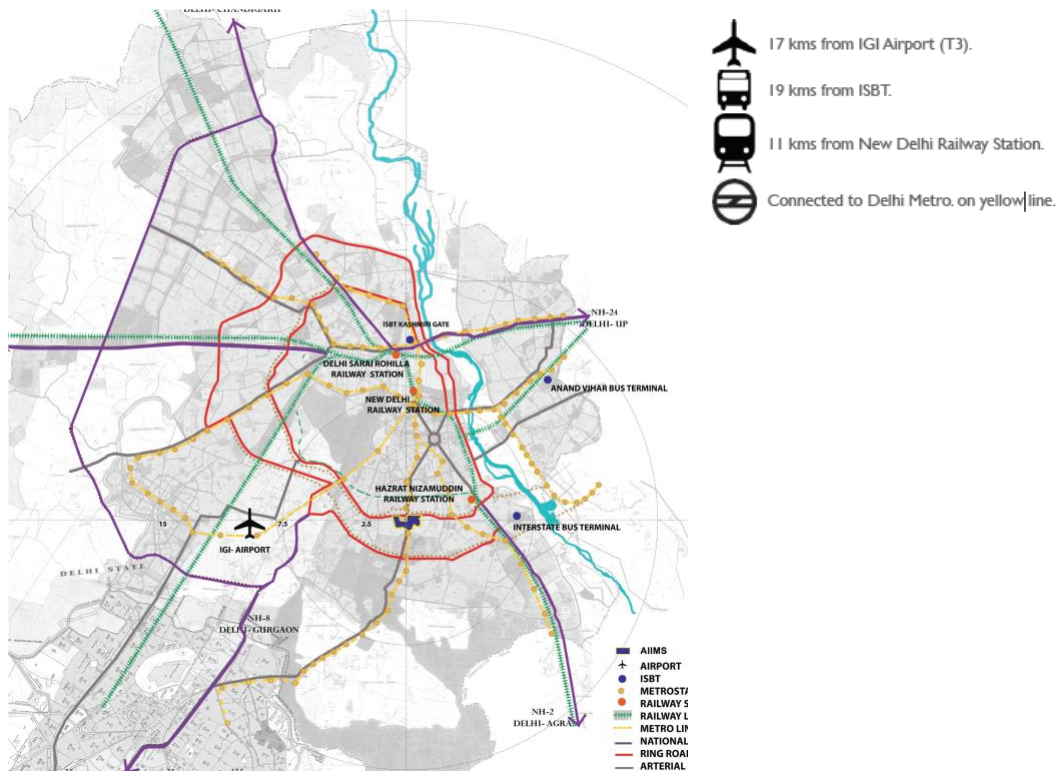


Figure 1: Location of AIIMS

The campus is centrally located in the heart of New Delhi in the South West district of the city. It is located at a distance of 11km from the New Delhi Railway Station, 17km from Terminal 3 at the Indira Gandhi International Airport, and 19km from the Inter State Bus Terminus. The campus is directly connected by major city arteries- Shri Aurobindo Marg and Ring Road. AIIMS Metro Station (Yellow Line Metro) and South Extension Metro (Pink Line Metro) Station are in close proximity providing ease of access through public transport. The campus location is also strategic because it is adjacent to Safdarjung Hospital which is another major city level Government run healthcare campus.

3. Project Scope

3.1. Site Area:

The AIIMS Campus is spread over about 197.05 Acres over 5 major land parcels adjacent to each other but divided by major arterial roads. The land parcels are as below:

Sr. No.	Campus	Area in Acres
1	East Ansari Nagar Campus	107.60
2	West Ansari Nagar Campus	28.00
3	Masjid Moth Campus	32.00
4	Trauma Centre Campus	14.50
5	Trauma Centre Extension Campus	14.95
TOTAL		197.05

Table 1: Total AIIMS Campus Area

The Project scope for this Consultancy is limited to AIIMS New Delhi Campus including East Ansari Nagar Campus (107.6 Acres), Trauma Center Extension Campus (14.95 Acres). In addition, the scope includes design & planning of new OPD block (60,000 Sq.m.) at Masjid Moth. The total land area under the purview of this Consultancy is approximately 152.55 Acres. Figure below shows the site area marked under the project scope.

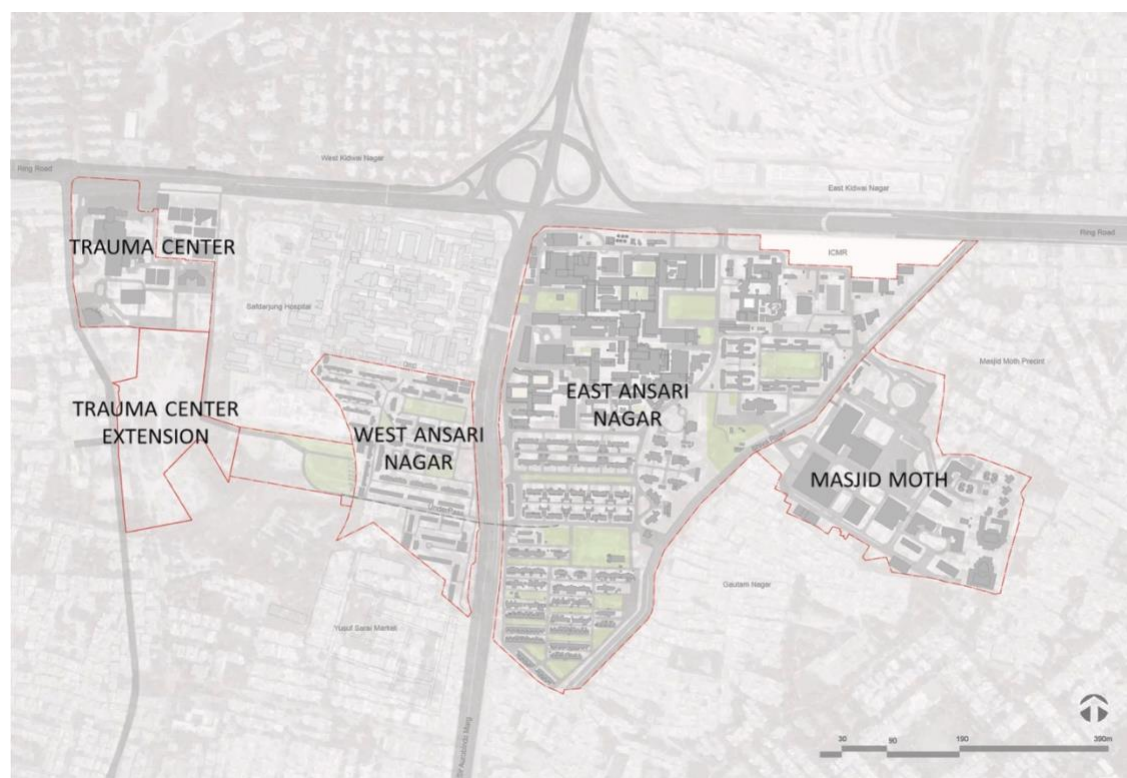


Figure 2: Location map showing the AIIMS New Delhi Campus including five land parcels

3.2. Built-up Area:

The approximate built up area under the purview of this assignment will be approximately 1 million Sq.m. (Phase 1A and Phase 1B) as shown below in Table 2.

Details of the built-up area under different phases of development are given in Table 3 in the following section.

PROGRAM	Area (Sq.m.)	
	Phase 1 + Phase 2	Phase 1 (Phase 1A + Phase 1B)
CLINICAL	380,000	250,000
ACADEMIC & RESEARCH	200,000	140,000
RESIDENTIAL	260,000	140,000
UTILITIES	100,000	70,000
Total BUA (sq.m.)	940,000	600,000
BASEMENTS	650,000	375,000
TOTAL BUA INCLUDING BASEMENTS	1,590,000	975,000

Table 2: Built-up area summary for various building uses for AIIMS Master Plan Project



3D Conceptual of AIIMS Master Plan – View 1 from north east of Ring Road



3D Conceptual of AIIMS Master Plan – View 1 from junction of Ring Road and Aurobindo Marg

Proposed Schematic Master Plan



Figure 3: Proposed Master Plan

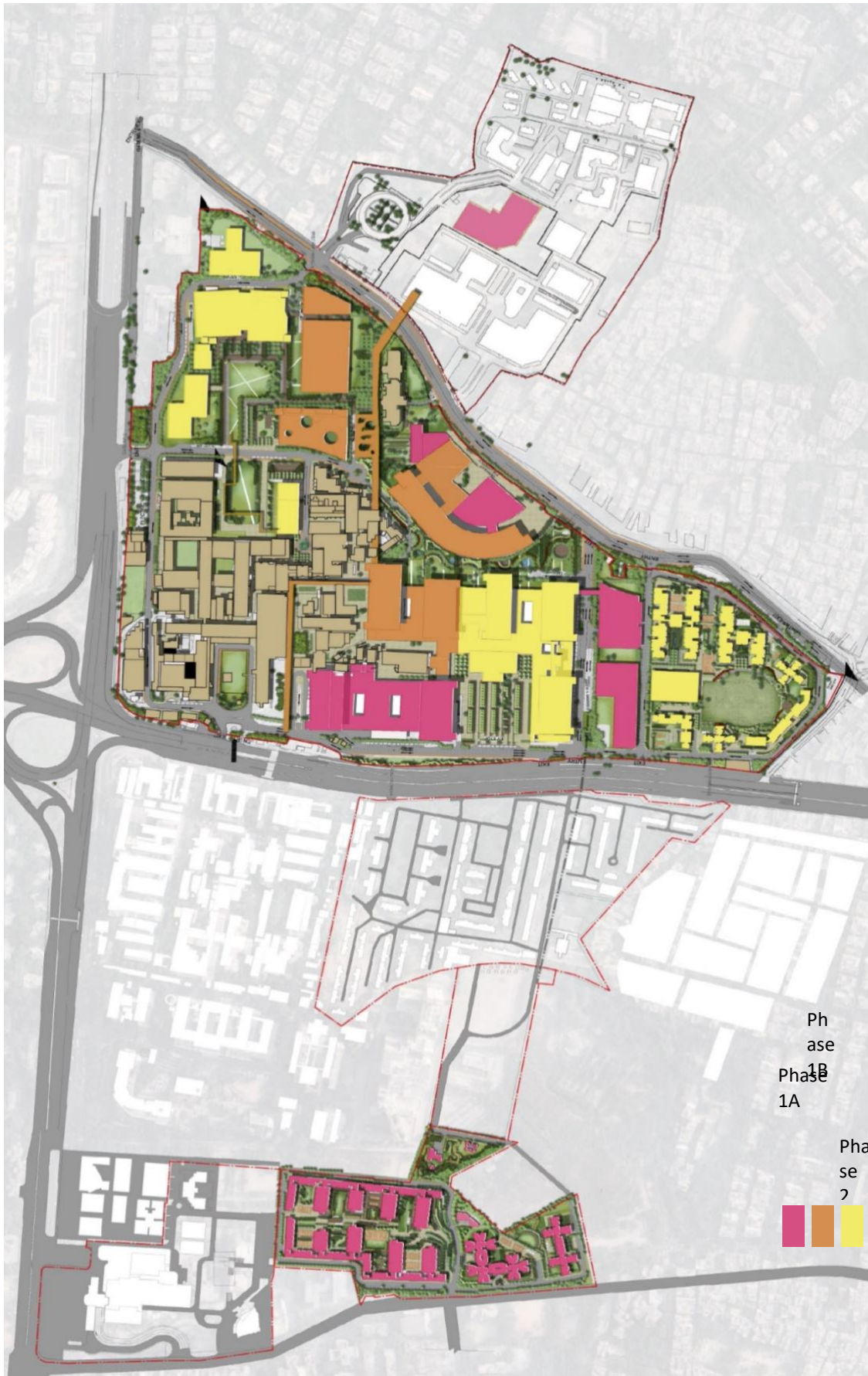


Figure 4: Proposed Phasing Plan

4. Master Plan Components

The master plan envisages to add approx. 3000 patient beds in the clinical blocks alongwith other academic, research and residential facilities as a part of the entire master plan to be executed in two phases: Phase 1 & Phase 2..

The Phase 1 components and salient features are as follows:

a. CLINICAL FACILITIES

- i. Approx. 2,000 beds in either triple occupancy or single occupancy configuration including
 1. General HDU Inpatient beds
 2. Isolation beds
 3. Critical Care beds
 4. Day Care beds
 5. Emergency bed bays
- ii. Approx. 300 bay Emergency area spilt between red, green and yellow zones and its support diagnostic imaging services
- iii. OT Complex of about 30 Inpatient OTs
- iv. Day Care Procedure Complex consisting of 5 OP Procedure rooms, 10 Endoscopy/ Bronchoscopy Rooms and 8 OP Surgery Suites
- v. Clinical Lab
- vi. New OPD Block (60,000 sq.m.) at masjid Moth Campus
- vii. Support Diagnostic Imaging area for all clinical facilities
- viii. Service support areas such as CSSD, Materials Management, Warming Kitchens, laundry facility, soiled hold etc.
- ix. Staff Support areas such as lounges, changing spaces, lockers etc.
- x. Provision of Helipad
- xi. Connecting corridors at upper levels linking various floors of buildings
- xii. Skywalk corridor connecting AIIMS metro station to Masjid Mod Campus

b. ACADEMIC FACILITIES (1 BUILDING)

- i. One 250 seat Lecture Theatre and Three 150 seat Lecture Theatres
- ii. Administrative Offices
- iii. Student's Collaboration Spaces including cafeteria and support and student's lounge
- iv. Library including book storage and cafe

c. RESEARCH FACILITIES (3 BUILDINGS)

- i. Advanced Core Research
 1. Approx. 8 Specialized Labs including BSL-3 Lab
 2. Approx. 6 BSL-2 Cell Culture Labs
 3. Clinical Trial Facility
 4. Centralized Biobank
 5. Animal House
- ii. Dedicated Departmental Research Labs and offices

- d. UTILITIES (1 LOGISTICS BUILDING+1 MLCP)
- i. Logistics Building including the following support facilities
 - 1. Kitchen
 - 2. Laundry
 - 3. Materials Management
 - 4. Waste Management
 - 5. Data Center
 - 6. Security and Facility Offices
 - 7. Gas Manifold area
 - 8. Dedicated logistics tunnel directly linking Clinical Buildings
 - ii. Multi-Level Car Parking (MLCP)
 - iii. Other Building Infrastructure utilities including a dedicated infrastructure tunnel.

Annexure – 1B

List of Available Survey Data

S. No.	Information	Reports in which information is available	Extent of Information
1.	Topographical Survey and GPR Survey	Geo-coordinated CAD drawing and survey report	Available for East Ansari Nagar and Trauma Center Extension sites.
2.	Survey for Site elevation	Site elevation certificate for the NOC from AAI	Survey conducted for East Ansari Nagar site and Trauma Center Extension sites.
3.	Environmental Monitoring Data	Aspects covered in the survey include: Ambient air quality, stack monitoring, wastewater discharge sampling, surface water, ground water, soil quality, noise levels and traffic study of the area.	Survey conducted for East Ansari Nagar site and Trauma Center Extension sites.
4.	Traffic Studies	Traffic Volume Count Survey (video based), Origin destination survey (OPD and IPD, logistics and service vehicles), vehicle entry exit count survey and pedestrian entry exit count survey.	Survey conducted for East Ansari Nagar site and surrounding areas.

Further clarification and details will be provided to the applicant during the presentation given by the PMC.

SCHEDULE-2
(See Clause 2.1.3)

AGREEMENT

OF

PROJECT ENGINEERING AND ARCHITECTURE DESIGN CONSULTANT SERVICES

FOR

MASTER PLAN OF AIIMS NEW DELHI CAMPUS

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AGREEMENT

Project Engineering and Architecture Design Consultant Services for Master Plan of AIIMS New Delhi Campus

This AGREEMENT (hereinafter referred to as the “**Agreement**”) is made on the day of the month of 2021..., between, on the one hand, All Indian Institute of Medical Sciences, represented by the Director (hereinafter referred to as the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority had invited proposals vide its Request for Proposal dated (for Project Engineering and Architecture Design Consultant (hereinafter referred to as the “**Consultancy**”) for the Master Plan of AIIMS New Delhi Campus (hereinafter referred to as the “**Project**”);
- (B) the Consultant, a, submitted its proposals for the aforesaid Consultancy work, whereby the Consultant represented to the Authority that it had the required professional skills, personnel and technical resources; and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (hereinafter referred to as the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Staff**” means Personnel other than the Key Personnel;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) **“Key Personnel”** means nine (9) key Personnel listed in Clause:2.1.4;
- (h) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (i) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (j) **“Government”** means the Government of India;
- (k) **“Good Design, Engineering and Construction Practices”** means the best relevant practices, methods, standards with respect to the planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project, taking into account factors including the location of the Project, and without prejudice to the foregoing, shall include the performance of the Services:
 - i. in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
 - ii. in an expeditious manner and without unnecessary or unreasonable delay; and
 - iii. using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to project engineering architecture design services for works having characteristics comparable to those of the Project;
- (l) **“INR, Re. or Rs.”** means Indian Rupees;
- (m) **“Lead Member”** means the member of the Consortium nominated as the member-in-charge by the other members of the Consortium;
- (r) **“Member”**, in case the Consultant consists of consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- (s) **“Party”** means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (t) **“Personnel”** means persons hired by the Consultant (including but not limited to Key Personnel and Additional Staff) or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

- (u) **“Resident Personnel”** means such Personnel including but not limited to Key Personnel and Additional Staff who at the time of being so hired had their domicile inside India;
- (v) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (x) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- (y) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- (z) **“Taxes”** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied in respect of the performance of the Services under the Applicable Law, excluding any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account;

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

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Tel:

Mobile:

Email:

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

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Tel:

Mobile:

Email:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.11 Interpretation

In this Agreement, unless otherwise stated or except where the context otherwise requires:

- 1.11.1 The singular includes the plural and vice versa and any word or expression defined in the singular' shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender;
- 1.11.2 a reference to any document, agreement, deed or other instrument (including, without limitation, references to this Agreement) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted;
- 1.11.3 a reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;
- 1.11.4 where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning;
- 1.11.5 the words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purpose refer to this Agreement as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;
- 1.11.6 in the Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Agreement;
- 1.11.7 any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- 1.11.8 the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Agreement;
- 1.11.9 a reference to a person (or to a word importing a person) shall be construed so as to include:
 - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental authority (whether or not in each case having separate legal personality);
 - (b) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (c) references to a person's representatives shall be to its officers, personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives;

1.11.10 Reference to a “day” shall mean a calendar day.

1.12 Joint and Several Liability; Collective Action by Members

1.12.1 In the event the Consultant is a Consortium, the Members shall be deemed to be jointly and severally liable to the Authority for the performance of this Agreement. Without prejudice to the foregoing, the Authority shall be entitled to terminate this Agreement in the event of any change in the structure or composition of the joint venture consortium, including the Lead Member ceasing to act as such.

1.12.2 In the event the Consultant is a Consortium, without prejudice to the joint and several liability of all the Members, each Member agrees that it shall exercise all rights and remedies under this Agreement through the Lead Member and the Authority shall be entitled to deal with such Lead Member as the representative of all Members. Each Member agrees and acknowledges that, notwithstanding anything to the contrary in the memorandum of understanding or any other such agreement or arrangement between the Members:

- (a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to this Agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- (b) consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Lead Member and the Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the *interse* allocation of payments, works etc. Among the Members;
- (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 1.9 of the Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, expire upon the later of (i) expiry of a period of 90 (ninety) days after the acceptance of the final deliverable by the Authority (the Authority will issue a certificate to the effect); and (ii) the expiry of 5 (five) years from the Effective Date or 7 (seven) years from Effective Date should the Parties mutually agree to extend the Agreement for a further period of 2 (two) years. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons authorized in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services may only be made by written agreement between the Parties. Pursuant to Clause 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to any additional costs on account of the same.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension. The Consultant shall not be entitled to claim any costs arising out of such suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) The Performance Security has been encashed and appropriated in accordance with Clause 7.1 and the Consultant fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (c) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (d) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (e) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (f) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (g) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice from either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (c) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of The Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultant(s) or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein and in accordance with the terms of the RFP.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

- 3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Associates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor any of the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any

Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purpose of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (the “**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (b) was obtained from a third party with no known duty to maintain its confidentiality;
- (c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (d) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that except in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required

hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rupees Fifty Lakhs only.
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Key Personnel and Additional Staff as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall, at all times, remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

- (c) The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Services under this Agreement shall not exceed twenty percent (20%) of the Contract Value.
- (d) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively the “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultant's Personnel and Sub-Consultants

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The Consultant shall deploy the Project coordinator at Project site from the commencement of the services until completion of the work.

4.3 Approval of Personnel

4.3.1 The Key Personnel and Additional Staff as listed in the Agreement are hereby approved by the Authority. All Personnel (including the Key Personnel and the Additional Staff) associated with / deployed for provision of Services shall, at the times, satisfy the qualification and experience criteria/requirements specified in the RFP.

4.4 Substitution of Key Personnel

The Authority expects all the Key personnel to be available during implementation of the Agreement. In case any key personnel is replaced, the applicant shall immediately intimate the authority and shall provide a substitute meeting the qualification and experience criteria for that position and the replacement must be engaged within 15 days from the date of intimation. Should such replacement not be provided within 15 days, a sum equal to 0.5% (half percent) of the Agreement value shall be deducted from the payments due to the Consultant on a monthly basis till such time the replacement is in place.

If the Authority finds that any of the Personnel have (i) committed serious misconduct or has 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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

4.5 Design Manager and Project Coordinator

The person designated as the **Project Coordinator** of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel and shall be deputed on site during the execution of services defined under the terms of reference. The project Coordinator shall be a qualified architect with minimum experience of 5 years.

In addition, the applicant shall designate either the Principal Architect (the "**Principal Architect**") or the Design Manager (the "**Design Manager**") as the point person contact who shall be responsible for day to day performance of the Services and shall also physically attend all meetings called for by the PMC/Client.

4.6 Sub-Consultants

The Consultant may, with prior written approval of the Authority, engage Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services in accordance with Clause 5.6 hereto, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

5.5 Correction/re-performance/ performance of defective or omitted services

5.5.1 The Consultant agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Agreement and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

5.6 Extension of time

5.6.1 The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Agreement. The Consultant must commence, proceed to carry out and complete the Services in accordance with timelines stipulated for submission of various deliverables in Annex-3 with due diligence and expedition.

5.6.2 The time period(s) specified in Annex-3 shall be extended to the extent the Consultant demonstrates to the satisfaction of the Authority that the time required for completion of Services was delayed by reason of any delay which is directly and solely attributable to a breach or default of the Authority.

5.6.3 The Consultant shall, within seven (7) days of learning of any cause of delay specified in Clause 5.6.2 above, send a written intimation of the same to the Authority with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affected by such breach or default of the Authority. The Consultant agrees and acknowledges that any extension of time under this Clause 5.6 shall not of itself entitle the Consultant to an adjustment of the Contract Value.

5.7 Suspension of Services by Authority

- 5.7.1 The Authority may, from time to time and without assigning any reasons, by notice to the Consultant, suspend the carrying out of the Services or any part thereof and the Consultant shall, on the written order of the Authority suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the Authority may reasonably require.
- 5.7.2 The Authority may at any time following a suspension under this Clause 5.7.2 give notice to the Consultant to proceed with the works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Consultant shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.
- 5.7.3 Any period of suspension under Clause 5.7.1 shall not exceed forty-five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty-five (365) days and if either limit is exceeded, the Consultant may notify the Authority either requiring the Authority to hold discussions for mutually agreeing a schedule for resumption of Services.
- 5.7.4 Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 5.7.1 shall be reimbursed by the Authority to the Consultant upon receipt of an invoice therefore in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.

6. PAYMENT TO THE CONSULTANT

6.1 Fixed Lumpsum Amount

- 6.1.1 The Consultants total Fixed Lumpsum Amount including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lumpsum amount including all staff costs, Sub-consultants' costs, survey costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the contract shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof. The payment schedule based on milestones is as per Clause 4 of TOR and acceptance of milestones reports given in Clause 4.5. The payments are subjected to successful completion of milestones.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rupees.),
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the Lumpsum Amount referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) A Mobilisation Advance for an amount up to 10% (ten per cent) of the Contract value (the “**Mobilisation Advance**”) shall be paid to the Consultant on request for mobilisation expenses, and against a guarantee from a Bank of an amount equal to such advance. Interest shall be payable on the Mobilisation Advance at a rate of ten percent (10%) per annum and the Mobilisation Advance and interest thereon shall be progressively recovered from invoice amounts by pro rata decrements from each of the first nine (9) invoice amounts (prior to any other deduction that the Authority is entitled to make pursuant to this Agreement) for payments and in any case, in such a manner that the Mobilisation Advance and interest thereon shall be completely recovered from the first nine (9) invoices raised by the Consultant; provided, however, if any portion of the Mobilisation Advance or interest thereon has not been recovered by the Authority on or prior to payments, if any, to the Consultant in respect of the ninth (9th) invoice, then the Authority shall be entitled to recover such shortfall amount from the balance amounts payable to the Consultant under this Contract under subsequent invoices; provided that upon termination of this Contract prior to recovery of the entire Mobilisation Advance (including interest thereon), the balance Mobilisation Advance shall forthwith be recoverable from the Consultant. The aforementioned bank guarantee shall be released to the Consultant upon the recovery of the entire Mobilisation Advance (including interest thereon). If required, the period of the bank guarantee submitted shall be extended by such period as agreed between the Consultant and the Authority such that it remains valid from the date of issue thereof until the date when the Mobilisation Advance and interest thereon is completely adjusted/recovered from payments to the Consultant.
- (b) The final payment under this Clause shall be made only after the final deliverable, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable by the Authority unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days

after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (d) Early payment discount: Authority shall be allowed to deduct 0.5% of the invoiced amount if the full invoice raised by consultant is cleared and paid to Consultant within 10 days after receipt of the invoice instead of the Due Date. To illustrate, if Consultant at end of designated month raises an invoice of Rs. 2, 00, 00,000 (two crore) and Authority releases payment within 10 days. Authority will be allowed to deduct 0.5% which is equal to Rs. 1, 00,000 (one lakh) as early payment discount and will credit consultants INR 1, 99, 00,000.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Consultant shall, for the performance of its obligations hereunder during the term of the Agreement, provide to the Authority no later than 30 (thirty) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank, substantially in the form specified at Annex-7 hereto, for a sum equivalent to 3% (three percent) of the Agreement Value (the "**Performance Security**").
- 7.1.2 The Performance Security shall be obtained in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Agreement and the other Members.
- 7.1.3 The Performance Security is to be apportioned against breach of this Agreement by the Consultant or for recovery of liquidated damages as specified in Clause 7.2 In any of the foregoing events, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the Consultant shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 2.9.
- 7.1.4 The Performance Security shall remain in force and effect during the entire term of the Agreement, and shall be released thereafter; provided, however, that the Performance Security shall not be released if the Consultant is in breach of this Agreement. Upon request made by the Consultant for release of the Performance Security along with the particulars which establish satisfaction of the requirements

specified under this Clause 7.1.4, the Authority shall release the Performance Security forthwith.

The Parties expressly agree that the Consultant may furnish Performance Security valid for 2 (two) years at a time; provided that the Consultant shall, 2 (two) months prior to the expiry of such Performance Security, submit a new Performance Security valid for a further period of 2 (two) years and repeat the process hereunder until expiry of the Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

If the Consultant fails to complete a deliverable within the period specified in the Agreement, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Authority, the Consultant shall pay to the Authority, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point five percent (0.5%) of the contract value applicable for every week of delay in completion of such deliverable. The aggregate maximum of liquidated damages payable to the Authority under this Clause shall be subject to a maximum of ten percent (10%) of the Contract value.

The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 7.2 for liquidated damages are reasonable, considering the losses and costs that the Authority will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefor. The Parties hereby agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred by the Authority and shall be without prejudice to the Authority's right to terminate this Agreement under Clause 2.5.1 or any other right(s) it may have under Applicable Law. The Parties agree and acknowledge that liquidated damages, if any, accruing during any year of the term of the Agreement, shall be payable on an annual basis at the end of such year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Agreement in which event such liquidated damages for delay shall be recoverable from the termination payment, if any, payable to the Consultant).

Liquidated damages shall be recovered from payments due to the Consultant and/or be paid to the Authority by the Consultant within a period of thirty (30) days from the date of notification of liquidated damages payable by the Consultant.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Director, AIIMS and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended to date). The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-2 of RFP)

Annex-2

Cost of Services – Fixed Lumpsum Amount
(Refer Clause 6.1)

(Reproduce as per Financial Proposal)

DO NOT SUBMIT THIS WITH THE TECHNICAL PROPOSAL INADVERTENTLY

Annex-3

Payment Schedule
(Refer Clause 6.3)

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
STAGE 1: PRE-CONSTRUCTION	Inception, development programme and Design Criteria	1.1	Inception report	2%	D+0.5
		1.2	Draft PEA Design Criteria Report and Preliminary Costing	5%	D+1
		1.3	Final PEA Design Criteria Report	5%	D+1.5
	Draft Detailed Design	1.4	Draft Detailed Design Report	8%	D+3
		1.5	BIM Models and Draft Detailed Costing	5%	
	Final Detailed Design	1.6	Final Detailed Design Report	8%	D+4
		1.7	BIM models and Final Detailed Costing	7%	
	Tender Documentation	1.8	Inputs for the draft tender document for EPC Contractor to undertake the construction works (to be supervised and finalised by the Consultant).	5%	D+5
		1.9	Drawings, Specifications, BOQ and Costing for Draft Tender Package	5%	
		1.10	Drawings, Specifications, BOQ and Costing for Final Tender Package	10%	D+6

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
		1.11	Response to pre bid queries along with PMC and assistance in evaluation of PEA specific scope during EPC tender Evaluation till such time the EPC contractor is onboard.	10%	D+9
STAGE 2: CONSTRUCTION	Technical Assistance during preconstruction activities of contractor	2.1	Review and approval of Design Criteria report, drawings submittals of including submission drawings, detailed design submitted by EPC contractor and assistance in obtaining approval from statutory authorities.	10%	During the currency of EPC contract
		2.2	Review and approval of Good for construction drawings	3%	
		2.3	Review and approval of site Mock-ups	2%	
		2.4	Review and approval of Shop Drawings and technical data sheets.	2%	
		2.5	Approval at 100% completion of construction.	2%	
STAGE 3: POST CONSTRUCTION	Review and Approval	3.1	Review and Approval of all As Built Drawings	11%	Within 3 months of

Stage	Tasks	Task no.	Deliverable	Percentage payable	Time Period (in Months) (D=start date)
			Assistance in obtaining statutory authority approvals		issuance of completion certificate and testing and commissioning
			Assistance in obtaining IGBC Certification		
			Approval of all Testing and commissioning reports		

Excludes the time taken by the Authority in providing its comments on the Deliverables Report. The Consultant shall get 7 calendar days for submission of the modified Deliverable after comments of the Authority are provided.

Notes:

1. *All Deliverables as applicable shall first be submitted as draft for comments of the Authority. The Authority shall endeavour to provide their comments within 7 calendar days.*

Annex-4

Bank Guarantee for Performance Security
(Refer Clause 7.1.)

To

The Director,
AIIMS, New Delhi
.....
.....
.....

In consideration of acting on behalf of the Director, AIIMS, New Delhi (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid

and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before (indicate the date falling 365 days after the date of this Guarantee).

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

The Director,
AIIMS, New Delhi

.....

Sub: Appointment of Consultant for Project Engineering and Architecture Design Services for the Master Plan of AIIMS New Delhi campus

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Leads/Managers/employees.⁵
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
 14. The Bid Security Declaration is attached in accordance with RFP document.

⁵In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 270 days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4A.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted online on GeM Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2A

Particulars of the Applicant

1.1	<p>Title of Consultancy: PROJECT ENGINEERING AND ARCHITECTURE DESIGN CONSULTANCY</p>
1.2	<p>Title of Project: MASTER PLAN OF AIIMS NEW DELHI CAMPUS</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p>
1.4	<p>State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.</p>

1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p>

	<p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>
--	---

APPENDIX-I

Form-2B

Format of Joint Bidding Agreement

(in case the Applicant is a Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
(hereinafter referred to as the “**Agreement**”)

AMONGST

1. [●], a company incorporation under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [●], a company incorporation under the Companies Act, 1956 and having its registered office at..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [●], a company incorporated under the Companies Act, 1956 and having its registered office at..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND AND THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) All India Institute of Medical Sciences, New Delhi (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Applications**”) by its Request for Proposal No. dated(the “**RFP**”) for appointment of Consultant for Project Engineering and Architecture Design for Master Plan of AIIMS New Delhi Campus (the “**Consultancy**”).

(B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium (the “**Members**”) and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Consultancy, and

(C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into this Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the selection process for the Consultancy.
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (the “**Consultancy Agreement**”) with the Authority and for performing all obligations as the Consultant in terms of the Agreement for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Member in Charge/Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Consultancy Agreement;
- b. Party of the Second Part shall be [●]; and
- c. Party of the Third Part shall be [●].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Consultancy Agreement, for the performance of the said Agreement.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Agreement through the Member in Charge / Lead Member, and the Authority shall be entitled to deal with such Lead Member as the representative of all Members. Each Party agrees and acknowledges that:

- a. Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the Consultancy Agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Lead Member and the Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Consultancy Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

7. Representation of the Parties

Each Party represents to the other Parties that as of the date of this Agreement:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, RFP and the Consultancy Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Consultancy Agreement, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected.

9. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

Sub: RFP for Consultant: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal[§]), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

[§]Please strike out whichever is not applicable

APPENDIX-I

Form-4A

Power of Attorney for Authorised Representative

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Project Engineering and Architecture Design for the Project, proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *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. The Power of Attorney should be executed*

on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-4B

Power of Attorney for Lead Member (in case of Consortium)

(To be executed by all members of the Consortium)

Whereas the All India Institute of Medical Sciences (AIIMS), New Delhi (the "Authority") has invited proposals for selection of consultant for Project Engineering and Architecture Design Services for Master Plan of AIIMS New Delhi Campus, (the "Consultancy").

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Lead Member], having its registered office at [registered address], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Agreement, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Consultancy and/ or upon award thereof until the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of

LEAD MEMBER by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Event, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

Sr. No.	Financial Year	Annual Revenue [£] (Rs)
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[£] The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.4.

[§] In case the Applicant does not have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [§]	Resident
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

[§]Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

Project Engineering and Architecture Design and Technical approach with methodology and work plan are key components of the Technical Proposal. The Applicant is suggested to present its Technical Proposal divided into the following chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing.
- **Technical Approach and Methodology:** In this chapter the Applicant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Applicant should highlight the problems to be addressed along with their importance and explain the technical approach the Applicant would adopt to address them. The Applicant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - **Work Plan:** In this chapter the Applicant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
 - The Applicant shall present the work plan to the Authority on the date mentioned in clause 1.8 of Introduction.
 - **Organization and Staffing.** In this chapter the Applicant should propose the structure and composition of the proposed team. The Applicant should list the main disciplines of the assignment, the Key Personnel responsible and proposed additional staff.

*The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size Use of A3 paper size is acceptable but each single sided A3 page will be counted as 2 sheets

APPENDIX-I

Form-8

Abstract of Eligible/Relevant Assignments of the Applicant[§]
(Refer Clause 3.1.4)

Sr. No	Name of Project [§]	Name of Client	Technical Criteria			Capital cost of project (in Rs. cr.)
			*Category 1	* Category 2	Built-up area of projects (in square meter)	
			No. of patient beds	No. and Size of BSL2 and above Labs		
(1)	(2)	(3)	(4)			(5)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

§ The Applicant should provide details of only those projects that have been undertaken by the Applicant under its own name and/or by an Associate specified in Clause 2.2.4 of Instructions to applicants

§§ Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

£ The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

* Refer Clause: 2.2.2 for Category 1, Category 2

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

§ In case the Applicant does not have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel[§]

(Refer Clause 3.1.4)

Name of Key Personnel:

Designation:

Sr. No	Name of Project [§]	Name of Client	Technical Criteria			Estimated capital cost of project (in Rs. cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
			Category 1	Category 2	Built-up area of projects (in square meter)					
			No. of patient beds	No. and Size of BSL2 and above Labs						
(1)	(2)	(3)	(4)			(5)	(6)	(7)	(8)	(9)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

[§] Use separate Form for each Key Personnel.

* Refer Clause: 2.2.2 for Category 1, Category 2

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10

Eligible/ Relevant Assignments of Applicant
(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Area of the project or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Whether credit is being taken for the Eligible Assignment of an Associate (Yes/ No)	
12.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p>		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.
4. Relevant documents in support of information furnished above must be enclosed along with this form.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I for Key Personnel.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

4. Relevant documents in support of information furnished above must be enclosed along with this form.

APPENDIX-I

Form-12

Format for Certificate from the Statutory Auditor/ Company Secretary regarding Associate

In the event that credit is being taken for the Eligible Experience of an Associate as defined in Clause 2.2.4, the Applicant should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly[£], by (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.4 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:
the authorised signatory).

(Signature, name and designation of Date:

[§]In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law or contract, this certificate may be suitably modified, and copies of the relevant law / contract may be enclosed and referred to.

[£]In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX-I

Form-13

BID SECURITY DECLARATION FORM

Date: _____

Tender No.: _____

To (Insert complete name and address of the Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of my/our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of the person whose name and capacity is shown)
in the capacity of _____ (legal capacity of person signing the Bid Security Declaration)

Name: _____ (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

APPENDIX-II

Notes for Financial Proposal

1. Applicants are advised to carefully read and fully agree the instructions before submitting the Financial Proposal.
2. The financial proposal shall be digitally submitted through GeM Portal on the website <https://gem.gov.in/>
3. The financial evaluation shall be based on the Fixed Lumpsum Amount quoted in the Financial Proposal. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the Consultancy shall be included in the Financial Proposal. All charges like cost of sub-consultants, surveyors, insurance premium, travel and lodging costs, office expenses, printing, miscellaneous costs, all other costs incurred by Consultant in carrying out the services, etc. are considered included in the Fixed Lumpsum Amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall be taken into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all expenses including all taxes as applicable shall be deemed to be included in the costs shown under Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

To ensure uniformity and avoid any ambiguity as to the rate of GST, the same has to be considered as 18 % and the rates shall be quoted accordingly in the Financial Proposal. However, during the Consultancy, payment will be made as per then prevailing/ applicable GST rate, and in case of any variation (decrease/increase), the same shall be dealt with in accordance with the clause 5.3 of the Agreement.
 - (iii) Costs shall be expressed in INR.
4. All other charges not shown here like cost of sub-consultants, surveyors, insurance premium, travel and lodging costs, office expenses, printing, miscellaneous costs, all other costs incurred by Consultant in carrying out the services, etc. are considered included in the Fixed Lumpsum Amount.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws deducting taxes if any.