



HLL MEDIPARK LIMITED

REQUEST FOR PROPOSAL (RFP)

for

CONSULTANCY ASSIGNMENTS

from

Firms/Organizations

QCBS

(Quality cum Cost Based Selection)

RFP No: HML/INFRA/02/2021

**CONSULTANCY SERVICES FOR PROOF CHECKING OF DESIGNS &
DRAWINGS AND CONSTRUCTION SUPERVISION SERVICES FOR MEDIPARK
PROJECT AT VALLAM, ALAPPAKKAM IN CHENGALPATTU TALUK AND TIRUMANI
IN TIRUKALUKUNDRAM TALUK IN
CHENGALPATTU DISTRICT**

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DISCLAIMER

The information contained in this Request for Proposal (RFP) or subsequently provided to Consulting firms, whether verbally or documentary form by or on behalf of the HLL Medipark Limited (HML) or any of their representatives, employees or Advisors (collectively referred to as “HML Representatives” or the “Client”) is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the HML Representatives to any party other than the entities who are qualified to submit their proposal (Bidder(s)). The purpose of this RFP document is to provide the Consulting firms with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each firm may require. This RFP document may not be appropriate for all persons and it is not possible for the HML Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Each firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the RFP document and where necessary obtain independent advice from appropriate sources. The HML Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The HML Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

LETTER OF INVITATION

Dear Sirs,

Sub: Consultancy Services for Proof Checking of Designs & Drawings and Construction Supervision for Medipark project at Vallam, Alappakkam in Chengalpattu Taluk and Tirumani in Tirukalukundram Taluk in Chengalpattu District -Reg

1. Background

Tamil Nadu is one of the top three States in the Country in terms of health indicators and health infrastructure penetration. In the past decades, Tamil Nadu has made huge progress in improving the health care conditions in the State through diligent implementation of public programmes, promotion of private health sector and introduction of innovative schemes.

Due to the absence of dedicated and integrated infrastructure facilities with an enabling ecosystem, domestic manufacturing of the devices and equipment is very low. This has raised a serious concern of cost effective and affordable devices to a large section of the population.

The Indian medical devices market stood at ₹77,539 crore (US\$ 11 billion) in 2020 of which 75-80% is met by imports. The market is expected to grow at a CAGR of 35.4% from 2020 to 2025, reaching ₹3,52,450 crore (US\$ 50 billion) in 2025. Continued import of the medical equipment and devices is resulting in high cost and unaffordable healthcare services in the country, particularly public healthcare delivery services.

Keeping this in mind and to ensure health security to the country in the long term, Government of Tamil Nadu in partnership with the Ministry of Health & Family Welfare, Govt. of India, is setting up Medipark (“Project”), an exclusive industrial park for the manufacture of medical devices and equipment. The Medipark will be a dedicated manufacturing cluster for medical devices and equipment in India with state-of-art infrastructure and facilities to meet the regulatory standards and compliances in the sector.

The project is envisaged as a “**one-stop facility**” for manufacturing units through the creation of an integrated ecosystem to facilitate business, approvals, stimulate innovation and R&D, develop new technologies, prototyping and commercialization activities and become a hub for the sector in the country. The project aims to create a strong base for the growth of indigenous and domestic industry by providing access to state of art infrastructure and technology.

The Medipark is being set up at Chengalpattu in the Chengalpattu District of Tamil Nadu in an area of 330 acres, for which the land is already in possession. The project has obtained necessary approvals from the competent authorities.

HML has proposed to develop the physical infrastructure of the park in phases, the first phase, Phase 1A, in 118 acres for which tenders are being called for Design & Build Contractor. The scope of the contract comprises of physical infrastructure viz., site grading, roads network & storm water drainage, electrical distribution system, water supply network, wastewater system & sewerage treatment plant and administrative block and miscellaneous works (entrance arch gates, security rooms etc.) for an estimated cost of Rs. 26.80 Crores (Excluding GST).

Therefore, HML invites expert agencies/consultants for the **“Proof Checking of Designs & Drawings and Construction Supervision for Medipark.”**

2. The consultancy services shall inter alia include:
 - 2.2 proof check of the designs and drawings pertaining to physical infrastructure, buildings (RCC structures), environmental infrastructure, utilities, MEP, HVAC, interior fit outs, etc.
 - 2.3 Issue of good for construction drawings.
 - 2.4 Assessment of milestones & Certification of payments to Design & Build contractor
 - 2.5 Construction supervision along with quality checks
 - 2.6 Services during the defects liability period.
 - 2.7 Any other scope of work of Phase 1 A which are not part of Design & Build contract but essential for the completion of Phase 1A. The detailed scope of services is given in the Terms of Reference (Annexure 1).
3. You are hereby invited to submit Technical and Financial proposals for Consultancy services for **“Proof Checking of Designs & Drawings and Construction Supervision for Medipark”**, which could form the basis for future negotiations and ultimately a contract between your firm and HML.
4. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures described in this RFP.
5. A firm means a company / partnership firm. The purpose of this RFP is to select a firm as above captioned subject as per the Terms of Reference (ToR).

6. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Form for Submission of Eligibility information (Annexure 2);
 - (c) Forms for Submission of Technical and Financial Proposals (Annexure 3);
 - (d) Draft Agreement for Consultants' Services (Annexure 4); and
 - (e) Security Deposit/Performance Security - Bank Guarantee format (Annexure 5);

A pre-bid conference(In-person/ Through Video Conferencing) open to all prospective consultants will be held on 04-03-2021 @ 11.00 Hrs in the conference hall of HLL Medipark Limited, HLL BHAWAN, No. 26/4, 2nd Floor, Velachery- Tambaram Road, Pallikaranai, Chennai – 600 100. The prospective consultant will have an opportunity to obtain clarifications regarding the eligibility criteria, scope of the work, terms of reference, contract conditions and any other pertinent information.

7. The Clarifications/Amendments if any in the Pre-Bid Conference will be published on the website of www.hllmedipark.com & www.lifecarehll.com . No Separate Advertisement for Addendum/ Corrigendum / extension of date will be published in the Newspapers.
8. In order to obtain first-hand information on the assignment and the local conditions, it is considered desirable that a representative of your firm visit the project location with prior intimation to the office of HLL Medipark Limited, HLL BHAWAN, No. 26/4, 2nd Floor, Velachery- Tambaram Road, Pallikaranai, Chennai – 600 100 before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to HML to make appropriate arrangements, if required.

The bidders may send their queries on this RFP addressed to HML, email id: info@hllmedipark.com at least two working days before the pre-bid conference.

9. The Submission of Proposals:

- a. The proposals addressed to the Chief Executive Officer, HML shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the “Form for Submission of Eligibility information (Annexure 2)” and "Supplementary Information for Consultants." (Annexure 3). The proposal shall be submitted to HLL Medipark Limited, HLL BHAWAN, No. 26/4, 2nd Floor, Velachery- Tambaram Road, Pallikaranai, Chennai – 600 100. The Proposals shall be valid for One Hundred Twenty (120) Days from the date of submission and must be accompanied by an earnest money deposit (EMD)/bid security of Rs.2,00,000/- (Rupees Two Lakhs only).
- b. Consultant who have been blacklisted or deregistered by the Government of India, Government of Tamil Nadu, any other Governments, any PSU of Central Government or

State Government or any other Public Sector during the last 10 years shall not be eligible to apply.

- c. The "Technical" and "Financial" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in Annexure-2 and Annexure-3.
- d. The first envelope marked "Technical Proposal" in one separate cover, viz., Cover-1 must be sealed and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft / RTGS / NEFT. The Demand Draft to be taken in the name of "HML" payable at Chennai taken from any Scheduled bank in India. In the case of RTGS/NEFT, it should be paid into account mentioned hereunder and a letter stating the same with proof of payment in form of relevant bank statement and signed by the authorized signatory shall be provided:

Name of the Bank	HDFC Bank Limited
Address of the Branch	Velachery, Chennai 600 042
A/c Number	04440330000034
IFSC Code	HDFC0000444

The eligibility qualification information shall be furnished as per the format given in Annexure-2 and Technical proposal in the formats given in Forms F-1 to F-5 of Annexure-3, along with soft copy of entire details as mentioned above in CD/Pen Drive. The Earnest Money Deposit of unsuccessful consulting firms will be returned within 45 days after award of contract without any interest.

- e. The first envelope should not contain any cost information whatsoever. The second envelope viz., Cover-2 marked "Financial Proposal (Price Bid)" must also be sealed and initialed twice across the seal and should contain the price offer for the consultancy services in the formats as given in Forms F-6 of Annexure-3.
- f. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal duly notarized by a Notary Public.
- g. The sealed envelopes Cover 1 and Cover 2 should again be placed in a separate sealed cover, which shall be clearly marked with the name of the assignment and received in the

office of the HLL Medipark Limited, HLL BHAWAN, No. 26/4, 2nd Floor, Velachery-Tambaram Road, Pallikaranai, Chennai – 600 100 up to 15.00 hours on 24.03.2021.

- h. If the cover of proposals is not marked with the name of the assignment indicating the bid submission date and time, the cover will not be opened and returned to the consultant unopened treating as “Not Qualified”.
- i. Proposals not accompanied by the required EMD/bid security in the requisite form as mentioned in the RFP / bid documents shall be summarily rejected.

10. Opening of proposal

- a. The proposals (first envelope (cover 1) containing Technical Proposal only) will be opened by Chief Executive Officer, HML or his authorized representative in the office of HML at 15.30 hours on 24.03.2021. It may please be noted that the second envelope containing detailed price offer will not be opened until evaluation of eligibility information & Technical Proposal has been completed and the result approved and notified to all consultants.
- b. If the office happens to be closed on the date of receipt of the proposals as specified, the proposals will be received and opened on the next working day at the same time and venue.
- c. Late or delayed Proposals will not be considered for evaluation and shall either not be received or returned unopened

11. Evaluation

11.1 A two-stage procedure will be adopted in evaluating the proposals:

- a. The eligibility of consultants will be verified based on the eligibility criteria mentioned in Annexure 2, which will be carried out prior to evaluation of technical proposal. The technical evaluation shall be taken up only for those firms found eligible.
- b. Financial evaluation, which will be carried out for the technically qualified firms

11.2 Eligibility Criteria

Firms who have the following qualifications may submit the proposal –

- (i) The firm shall be incorporated under the respective applicable acts and should be operating for the last seven years as on date ending last day of the month before the one in which applications are invited.

- (ii) The Firm shall NOT be blacklisted / debarred by any of the Central Government / State Governments in India / Multi-Lateral Funding Agencies.
- (iii) **Similar work experience in last seven years:** The bidder should have experience of at least five similar projects (Detailed Design/ Proof Checking and Construction Supervision Services) including contract management in the past seven years as on date ending last day of the month before the one in which applications are invited and as per the criteria mentioned below:

S. No	Description	No of similar projects
1	Detailed Design/Proof Checking and Construction Supervision Services for area development projects namely industrial parks, estates, SEZs, townships of more than 100 acres	5
2	Detailed Design/Proof Checking and Construction Supervision Services for area development projects namely industrial parks, estates, SEZs, townships, etc. for integrated infrastructure facilities such as road network, storm water drainage, water distribution system, wastewater system, electrical distribution system etc. with a project value of not less than Rs. 25 Cr	5

- (iv) **Annual Turnover in last three years:** Average annual turnover of the consultants shall not be less than Rs. 10 Crore in previous three financial years (2017-18, 2018-19, 2019-20).
- (v) **Net-worth of the bidder:** The firm shall have positive net-worth as per the last audited financial statement of the year 2019-20.
- (vi) **JV/ Consortium are not allowed.**

11.2.1 Eligible firm's proposals will only be considered for technical and financial evaluation. The technical and financial proposal of others will not be considered and returned unopened after completing the selection process.

11.3 Technical Proposal

The Tender Scrutiny / Evaluation Committee will be appointed by the HML will evaluate the Technical Proposals after evaluation of eligibility criteria. The Committee will carry out its evaluation applying the evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (S_t).

- (i) The minimum key staff** proposed for the assignment (70 Points).

S. No	Position	Expertise	Years of Experience	Points Assigned
Design / Proof Check				
1	Team Leader	Project Management of large area development projects, viz., industrial parks, estates, SEZ's, etc.	20	10
2	Structural Engineering Specialist	Design of buildings and infrastructure works systems, etc.	15	6
3	Road & Drainage Specialist	Design of roads, highways, site grading works and storm water drainage	15	6
4	Water Supply & Waste Water	Design of water supply and waste water systems for municipal bodies, townships, industrial parks, etc.	12	5
5	Electrical, HVAC	Design of electrical systems for area development projects and HVAC systems for large industrial projects.	12	5
6	Contract Management Specialist	Experience in contract management	12	5
Construction Supervision Services				
7	Project Manager	Experience in construction supervision of a large area development projects, viz., industrial parks, estates, SEZ's, etc.	20	10
8	Quantity Surveyor	Experience in quantity surveying in infrastructure projects	15	8
9	Site Engineers (3 Nos)	1 no site engineer should have experience in road works. 1 no site engineer should have experience in water distribution & waste water system 1 no Site engineer should have experience in building works, RCC structures.	10	15

In addition, the services of other specialists such as electrical, HVAC, structural etc. may be required on a need basis during the construction supervision phase

**** Key personnel – be considered key staff, only if they are full time employees of the company or Experts contracted by the bidder for this assignment and they should involve fully in the assignment and be available for all HML meetings.**

Note: The Bidders are free to propose more team members, but the above key staff proposed is mandatory and the qualification & experience of the above key professionals would be evaluated as part of Technical Evaluation

(ii) Curriculum Vitae of Team Leader and other members for assessing the qualifications and experience of the personnel proposed to be deployed for the studies should be included with the proposal (in the format of the sample curriculum vitae). The above personnel will be rated in accordance with:

- (a) General qualifications - (15% weightage)
- (b) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience in fields like those required as per ToR type of positions held, time spent with the firm etc.) - (85% weightage)
- (c) The Curriculum Vitae of the proposed personnel will be considered and evaluated as per Terms of Reference, if the prescribed minimum qualification is not fulfilled, then the Curriculum Vitae of the proposed personnel will be marked as Zero. Necessary Proof of educational qualification shall be attested and enclosed with the technical proposals.

(ii) Adequacy of the proposed work plan and methodology for carrying out Proof Checking and Construction Supervision. **(20 Marks)**

- (a) Site Appreciation (5 marks)
- (b) Quality of approach & methodology (10 marks)
- (c) Quality Assurance Plan (5 marks)

(iii) Presentation of Technical Approach and Methodology: **(10 points)**

The presentation should cover all the aspects of ToR by the Team proposed for the assignment to Evaluation Committee in the Office of HML. All the members of proposed team (Key Personnel) must be present during the presentation. The qualified consultants shall make the presentation and time schedule for presentation will be intimated to the qualified consultants by HML.

Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 75% of the total points (S_i) will only be considered for financial evaluation. The financial proposal of others will not be considered and returned unopened after completing the technical selection process. The HML shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.

- *Note: 1. Consultants should give details of the experience of the firm completed assignments along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.*
- *Note: 2. Employer's certificate should be submitted substantiating the experience claimed by the firm*

After the technical evaluation is completed, HML shall inform the Consultants who have submitted Proposals and meeting the minimum eligibility criteria, the technical scores accorded to their Technical Proposals and shall notify those Consultants whose Proposals did not meet the minimum eligibility criteria or minimum qualifying mark or were considered non-responsive to the RFP and ToR, that their Financial Proposals will be returned unopened after completing the selection process. HML shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date will be fixed so as to allow Consultants reasonable time to make arrangements for attending the opening either in person or through an authorized representative.

11.4 Financial Proposal

11.4.1 Opening:

The financial proposal shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores and the proposed prices shall be read out and recorded. HML shall prepare minutes of financial proposal opening.

11.4.2 Evaluation: The Tender Scrutiny/ Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount the latter would prevail and between the word and figures the former will prevail.

In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as per the formula given below.

$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price quoted by any consultant and F the price of the Proposal under consideration.

- 11.4.3 HML will then apply the weights to the Technical and Financial Proposal as below to arrive at the scores for the bidders to select the successful consultant (R1) scoring the highest combined marks (S). The remaining bidders shall be ranked R2, R3 and so forth.

The weights given to the Technical and Financial Proposals are:

$T = 0.7$ and

$P = 0.3$

$S = S_t \times 0.7 + S_f \times 0.3$

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal: $T+P=1$).

The evaluation committee will determine if the financial proposals are complete and without computational errors. The evaluation shall include all taxes.

12. Negotiations

- 12.1 The aim of the negotiations is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 12.2 Negotiations with successful consultant will commence with a discussion of technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions he have made to improve the TOR. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 12.3 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the HML will invite the Consultant whose percentage is next higher to R1 and ranked as R2 for negotiations. If negotiation with R2 fails the above process will continue with R3, R4 and so on till all the technically qualified firms are covered. Upon successful

completion, the Client will promptly inform the other Consultants that their proposals have not been selected.

12.4 The Contract will be awarded after successful negotiations, with the qualified Consultant.

13. Fraud and Corrupt Practices

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 HML 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 HML shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the HML towards, inter alia, the time, cost and effort of the HML, without prejudice to HML’s any other rights or remedy hereunder or in law.

14. Please note that the HML is not bound to select any of the firms submitting proposals. Further, HML does not bind itself in any way to select the firm offering the lowest price.
15. Bidders are requested to hold their proposal valid for 120 days from the date of submission without changing the personnel proposed for the assignment and their proposed price. HML will make its best efforts to select a consultant firm within this period.
16. Please note that the cost of preparing a proposal and of negotiating a contract including visits to HML, if any is not reimbursable as a direct cost of the assignment.
17. Assuming that the contract can be satisfactorily concluded in end of May 2021, the services will be expected to take-up / commence in first week of June 2021.
18. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a Security Deposit/Performance Security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Scheduled Banks in India taken in favor of the “HLL Medipark Limited”, Chennai valid for a period of 90 days beyond the period of completion of services. The same will be released on successful completion of all the works satisfactorily without any interest. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.

19. The Earnest Money Deposit of the successful consultant will be discharged when the Consultant furnishes the required Security Deposit and signs the Agreement
20. The Earnest Money Deposit may be forfeited
 - If the consulting firm withdraws the bid after bid opening during the period of validity of the bid.
 - If the consulting firm withdraws the bid after the issue of Letter of Acceptance (LoA) of this bid.
 - In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to:
 - furnish the required security deposit or
 - sign the Agreement
 - accept the Letter of Acceptance
 - If the consulting firm has furnished incorrect information on qualification and experience.
21. If the successful bidder fails to honor their commitment after award of the Letter of Acceptance (LoA), their name will be blacklisted and will not be considered for availing services by HML for future assignments. Further, their name will be recommended to Government of India, Government of Tamil Nadu and Institutions sponsored by Government of Tamil Nadu for blacklisting.
22. The selected consultant shall not disclose any information to others without the written permission of the HML.
23. The fees shall be quoted in percentage of estimated project cost. Please note that the remuneration which receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.
24. Please note that mobilization advance will not be given to the Consultant.
25. It is estimated that maximum 13 months of services will be required for the assignment and generally consultant should base consultant financial proposal on this figure. However, consultant should feel free to submit their proposal on the basis of man-months considered necessary by the bidder to undertake the assignment not exceeding 13 months.
26. All documents relating to the Proposal and all communications in connection with the Proposal shall be in English language. All the pages should be serially numbered and signed by the authorized representative of the bidder.

27. HML reserves the right to postpone / cancel this RFP at any point of time without assigning any reason, whatsoever.
28. It has to be noted that any manufacturing or the construction firm with which the bidder might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
29. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996 as amended time to time. The place of arbitration shall be at Chennai and the language shall be in English.
30. Initial Test of responsiveness:
- i. Technical Proposal along with EMD - Cover 1
 - ii. Financial Proposal - Cover 2
 - iii. All the pages of above proposals (addendums / corrigendum issued, if any) shall be duly sealed and signed by the bidder's authorized representative.

If the consulting firm fails to submit the proposal in the prescribed format and does not satisfy the test of responsiveness, they will be summarily rejected.

Yours faithfully,

Chief Executive Officer
HML

Enclosures:

1. Terms of Reference.
2. Eligibility criteria Information Forms
3. Supplementary Information to Consultants.
4. Draft Agreement under which service will be performed.
5. Security Deposit/Performance Security – Bank Guarantee format

Annexure – 1

Consultancy Services for Proof Checking and Construction Supervision Services for Medipark project at Vallam, Alappakkam in Chengalpet Taluk and Tirumani in Tirukalukundram Taluk in Chengalpattu district -Reg

Terms of Reference

Introduction

HLL Medipark Limited, a Joint Venture of Government of Tamil Nadu and Ministry of Health & Family Welfare, GoI is developing a world-class integrated industrial park for medical devices and equipment at Chengalpattu in Tamil Nadu. The Park in the first phase is being in an area of 118 acres and will comprise of state-of-art infrastructure and common facilities to support the medical devices and manufacturing industry. The development of the Park shall bring in latest technologies and systems in healthcare devices, equipments manufacture and diagnostics warranting support infrastructure and common facilities.

Scope of Work

HML intends to engage the services of a technical consultant as the “Project Management Consultant” for proof checking and construction supervision services of the following components.

Sector	Component
Physical Infrastructure	Site development, Road network, Storm Water Drainage, Water Supply System, Sewerage System and Sewage Treatment Plant and recycling system, Electrical distribution system, etc.
Building Works	Administrative Block (including external development works, Water supply network, Underground sump, Compound wall), Electrical work, HVAC systems <ul style="list-style-type: none">• Security room• Entry and Exit gates

The scope of work is outlined below.

A. Proof Check, Bid Management and Construction Supervision

The Master Plan and the infrastructure plan for the Park is already prepared by HML. The components shall comprise of the following listed below. However, the list is only indicative and any other infrastructure to support the manufacturing units in the park should be included in the course of implementation.

The objective of the Proof Consultant is to provide an independent Verification of the Designs and Drawings submitted by the Design & Build contractor for various components including structures are in general conformance with the requirements of the related codes and technical standards in vogue, nationally and internationally. The Consultant shall systematically review the design criteria, design assumptions, specifications, drawings, and construction methodologies with aims to ensure that the works are carried out in accordance with the conditions of the contract. The Consultant is required to undertake detailed scrutiny of all designs, drawings, reports, cost estimates and other documents for Design & Build Mode of project execution, for HML. While providing the services the Consultant shall adhere to established standards and norms pertaining to quality of work, specifications, procedures, project management etc.

The consultant's recommendations are to be sound from the point of view of safety, durability, economy, functional parameters, aesthetics etc and is required to ensure compliances of IS, IRC and other Standard Codes of Practices.

- Proof checking as per the best engineering practices.
- Submit comments and suggestions for improvement of the outcome to the HML generally within 10 days after receipt of design/ drawings/ estimate/ documents/draft and final reports prepared by Design & Build Contractor.
- Conduct scrutiny and review of all the studies related to the project with particular emphasis on updated technology considerations and with guidelines of IS, IRC and other National and International standards where applicable, alternative designs and cost effectiveness.
- Perform proof checking of all design, design calculations and drawings including survey drawings for validation, general arrangement drawings and detailed drawings.
- Perform independent analysis and design calculations of structures and components of structures
- Proof check the components comprising of site grading, road network, storm water drainage, water and waste water networks and structures, electrical distribution systems, civil structures for office, amenities, street lighting, etc.
- Drawings for site grading, road network, storm water drainage, water and wastewater networks and structures, electrical distribution systems, civil structures for office, amenities, street lighting, etc.

- Ensuring site grading, laying of roads, storm water drainage, water storage & distribution system, waste water conveyance and recycling systems are being carried out in accordance with the approved designs, drawings & specifications.
- Ensuring the electrical distribution systems is being carried out in accordance with the approved designs, drawings and specifications
- Interact with HML or his designated entity, or any other authority for collecting additional information for checking the design basis, design philosophy and parameters, checking of detailed design/drawings/guidelines related to them. Consultant shall ensure that design and drawings are in conformity with the standards, codes and/or other guidelines/specifications applicable and propose for adoption.
- Vetting of topographic and soil investigation reports submitted by Design & Build Contractor.
- Vetting the geo-technical investigations and the safe carrying capacity of the soil during construction work.
- Vetting of all GAD drawings submitted by Design & Build Contractor.
- Proof checking of structural design of foundations, substructure, superstructure, etc. It shall also include the modification in design/drawings, at no extra cost, required to be done due to any site constraints or otherwise as directed by HML.
- Vetting of Good for Construction drawings.
- Up on the approval of the plans, the Consultant shall sign, date and stamp each drawing page with the language “PROOF CHECKED in accordance with the HML requirements for Proof Checking, and verified for Code Compliance”.
- Ensuring the Compliance of Statutory approvals / Clearances / Standards relevant to the project
- To review and approve various shop drawings, design of shuttering and staging etc as submitted by the contractor.
- Conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured materials and other materials as may be required.
- Review and approve various construction/installation methodologies submitted by the contractor.
- Review of scheduling including construction schedule
- Review and approve the quality assurance plan
- Review project completion up to the level of sub-activities, physical and financial progress and overall monitoring of project implementation
- Undertake detailed site inspection and construction supervision of all the activities
- Undertake appraisal of all submission of Design & Build Contractor and communicate their views along with recommendations for improvement to the HML.
- To review and approve designs and drawings of temporary works or any other work as per the requirement submitted by the Design & Build Contractor, wherever required. Review proposals on

construction technology of various items of work and suitable modifications shall be suggested keeping in view the technical requirements, contractual provisions, safety measures, sequential operation of various items, time frame, compatibility of work programme, proposed deployment of personnel and equipment and site conditions.

- To review and advise on any issue referred by HML w.r.t. quality of any material, workmanship or any other issue related to construction work.
- To review and recommend any changes in design, if proposed by the Contractor during execution of project.
- To review the quality assurance manual, quality assurance plans, method statements, maintenance manual, 'as built drawings' and suggest modifications, if required.
- Ensure the works are being carried out in accordance with the approved designs, drawings & specifications and reporting the same to HML. In case of any discrepancy, the same has to be notified to HML and the Design & Build contractor and ensure that remedial action in a time bound manner.
- To assist HML in periodical meetings to review progress achieved with respect to the approved program.
- Submit bi-monthly progress reports along with milestones, delays and the action plan to curtail the delays
- Recommendations and Certification of the submissions so as to facilitate the HML in final acceptance.
- Co-ordinate contractor mobilisation
- Direct, co-ordinate and supervise the project on day to day basis
- Arranging for testing of samples as per the norms and ensuring compliance.
- Preparation of execution strategy for contracts awarded/proposed
- Set quality control procedures and standards to comply with guidelines.
- Audit documentation of quality procedures implemented
- Review and monitor safety and quality norms at site
- Conduct safety and quality audits and submit report to HML on a periodical basis.
- Periodical assessment of the physical progress of the project with reference to the stipulated milestones
- Monitor compliance to design and specifications during execution
- Ensuring level of completion of the project in terms of sub-activities, physical progress achieved and overall monitoring of project implementation through site supervision
- Inspection of material and testing of materials
- Monitor contractual obligations vis-à-vis the tender conditions
- Bill checking and certification for payment to contractors.

- Prepare and seek approvals on change / variation orders.
- Cash flow management
- Contract management
- Progress monitoring and reporting to the HML on a bi-monthly basis
- Periodical on-site review meetings- weekly and monthly or as decided by the client
- Vetting of “As-built” drawings issued by the contractor
- Post Construction Project Management: The PMC shall assist HML in determination of user charges, development of contractual framework for recovery of user charges and appointment of agencies for O&M post project completion.
- Identify and report delay in progress of work, defective construction practices, deviation from good engineering practices including advising remedial measures and notices to the contractor.
- Proof checking and certification of invoices/bills submitted by the contractor against milestone activities.
- Identify and report specific problems/ issues that may occur during the implementation to the notice of contractor and suggest corrective actions for the timely completion of the project.
- Coordinate with HML and Design & Build contractor to facilitate timely execution of the project.
- Make presentations to HML/ TIDCO/Industries Department as may be required from time to time.
- Provide additional inputs / information relevant to the implementation of the project as required by HML.
- Deploy qualified and experienced manpower on full time basis, for which a temporary site office may be erected at the cost of the tenderer.
- Any other scope of work of Phase 1 A which are not part of Design & Build contract.

B. Project Team

The PMC shall deploy a multi-disciplinary team having competency in area development projects, master planning, infrastructure planning and design, project engineering, project planning and execution, bid management, construction supervision, services and environmental management etc. The PMC shall clearly notify HML the core team working and shall deploy appropriate manpower. The multi-disciplinary team shall be led by a Team Leader with a Project Co-ordinator @ Chennai. The core team shall have periodic meetings with HML to ensure a seamless planning and execution of the project.

The team envisaged to carry out the above scope of work shall comprise of the following professionals:

Position	Area of Expertise and Experience
Proof Check	
Team Leader	Master Planning and infrastructure planning with focus on area development projects (20 years)
Structural Specialist	Design of structures – RCC and Steel structures (15 years)
Road & drainage specialist	Roads/Highway Planning & design including storm water drainage and site development (15 years)
Water Supply & Waste Water	Water Supply and Waste water planning and design. (12 years)
Electrical & HVAC Specialist	Experience in the planning and design of electrical supply distribution and HVAC system (12 years)
Contract Management Specialist	Experience in contract management. (12 Years)
Construction Supervision	
Project Manager	Experience in the construction supervision services of area development and large infrastructure projects (20 years) Degree in Civil engineering with minimum 20 years experience in Project Management / Third party Monitoring / Lenders Engineer / Owners Engineer services for Infrastructure /construction projects
Civil Engineers (3 Nos)	1 no site engineer should have experience in road works. (Minimum 10 Years Experience) 1 no site engineer should have experience in water distribution & waste water system. (Minimum 10 Years Experience) 1 no Site engineer should have experience in building works, RCC structures. (Minimum 10 Years Experience)
Quantity Surveyor (1 No)	Experience as a quantity surveyor in large infrastructure projects (Minimum 15 years)
In addition, the PMC shall deploy structural, electrical, mechanical, plumbing, HVAC specialists as and when required to support the construction supervision team.	

1. Time for completion & Payment schedule:

Total time of completion of the consultancy is 13 months or till completion of execution of work at site whichever is later. Schedule of the work within the period is indicated below. The time period will be reckoned from the 16th day from the date of the letter of acceptance (Letter of Intent) of offer for consultancy services. The Payment to be released to the consultant against completion of each stage is also indicated below:

2. Admissible Stage-payment to be released to the consultant against completion of each stage is indicated below:

SL. No	Activity	Admissible Payment (%) of Total Fee
1	Proof Checking of design & drawing submitted by the contractor	25%
1.1	Review of detailed designs/drawings and vetting of Good for Construction drawings submitted by Design & Build contractor- Site grading, Roads Works & Storm Water Drainage	9%
1.2	Review of detailed designs/drawings and vetting of Good for Construction drawings submitted by Design & Build contractor- Water Supply distribution system including rainwater harvesting & Wastewater distribution system	7%
1.3	Review of detailed designs/drawings and vetting of Good for Construction drawings submitted by Design & Build contractor- Electrical distribution	5%
1.4	Review of detailed designs/drawings and vetting of Good for Construction drawings submitted by Design & Build contractor- Administrative Block- architectural, foundation, super structure drawings & MEP drawings, Compound wall, Entry/Exit Gates, Security rooms	2%
1.5	Review of detailed designs/drawings and vetting of Good for Construction drawings submitted by Design & Build contractor- All remaining components of drawings	2%
2	Construction Supervision	65%
	Amount to be released in proportion to the milestones achieved by the Design & Build Contractor.	
3	Completion of Phase IA work by the Design & Build contractor and approval of ‘As built drawings’	5%
4	After the defects liability period	5%

- i. The consultant should take not more than 10 days to check design /drawings submitted by the Design & Build Contractor.
- ii. Payments to the Consultant will be released as per the above schedule. However for part work done during any stage, payments will be permitted on pro-rata basis. Decision of HML will be final and binding in this regard.
- iii. The Final payment of 5% will be released after the completion of contractor’s work and defects liability period. The decision of HML W.R.T. substantial completion of execution of work shall be final and binding on the agency. On substantial completion of work, scope of work of the consultant shall be deemed to be completed.

3. Data, Services and Facilities to be provided by the HML:

The HML will provide the following inputs and facilities:

- DPR and Good for Bidding Documents.
- The topographical survey and Soil investigation reports.
- Master Plan for the project.
- Any other available data /information relevant to the assignment.
- Facilitate meetings with relevant DPR consultant agencies to collect data / information.

4. Time Schedule and Reports

(A) Time Period for The Services

- i. The time period envisaged for assignment is 13 months. The final reports, drawings and documentation shall be completed within this time schedule.
- ii. The HML shall arrange to give approval of all sketches, drawings, reports and recommendations and other matters submitted by the Consultant in such reasonable time (i.e., within 15 days) so as not to delay or disrupt the performance of the Consultant's Services.
- iii. The Consultant shall give a detailed program for completion of each of the activities for which the Consultant is responsible.
- iv. The Consultant shall be required to complete activities, to the satisfaction of the HML, to be eligible for payment for any part of the next activity.

(B) REPORTS

The following Reports to be furnished by the Consultant for review and approval:

- (a) Inception Report
- (b) Progress Reports
- (c) Milestone Reports
- (d) Final Report

Note:

- HML approval of the previous stage and go ahead is required before proceeding to the subsequent stage of works.
- The above fees include all the costs related to carrying out the services, including overheads, taxes, duties imposed on time to time by the government.
- All base documents including spreadsheet workings, survey data, survey questionnaire etc. used for this assignment shall be submitted to the HML along with progress reports and final report.
- The Consultant shall provide a certificate that all the key and sub-key personnel as envisaged in the Contract Agreement have been deployed on the project.
- Consultants shall attend periodical reviews to be conducted by the HML. Consultants shall make presentations to HML and to various departments as required during various stages of the assignment.

5. Key personnel:

- As mentioned in section 11.3 (i) – Technical Proposal – Minimum Key staff of Letter of Invitation, the consultant is advised to prepare the CVs of their proposed Key Professional Staff specifically highlighting their qualifications and experience in the relevant areas of expertise.
- The CVs should also highlight the proposed Professional Staff's higher education, training and publication of technical papers, etc. as well as their experience in providing training in the relevant areas.
- The CVs should also reflect the details of projects handled in terms of area, costs, duration, source of funding, type of contract document used, etc. Broadly speaking, qualifications and experience in excess of the minimum requirements will be given higher weightage.
- Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. The Client will accept one time replacement only and any second replacement for same position proposed by the consultant shall attract a penalty of 10% reduction of remuneration of approved key professional. Any subsequent replacement for the same position shall attract termination of contract.
- if the Client finds that any of the Personnel have (i) committed serious misconduct, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

6. Review Meetings:

There shall be regular meetings wherein the Review Committee will review the progress and other aspects of the work. The Consultant shall record the minutes of such meetings and maintain them as records for future reference after obtaining the HML's approval to the same. The Committee would also approve all the Consultant's deliverables.

7. Submission of Reports

The reports shall be submitted to Chief Executive Officer, HML at their office.

8. Deficiencies of Services

Deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Price of the Consultancy Services, and/or termination by the HML.

9. Professional liability Insurance

The Consultant shall protect the department against any damage or loss arising for want of such care and diligence or neglect of professional duty. To this effect, the consultant shall indemnify the department through a professional indemnity insurance policy in which the name of this project shall exist with a nationalized insurance company for total fee payable to him. A copy of the policy shall be deposited with the HML. The time period allowed for executing the work will be 13 months or up to completion of project whichever is later and will be reckoned from the 16th day of issue of Letter of Acceptance / signing of the Contract Agreement, whichever is earlier. The consultant shall get all the sub-consultants approved from the HML authorized entity, before assigning any job to them. During the consultancy period, under exceptional circumstances, change of member of the Consultant firm may be allowed with prior approval of HML authorized entity, subject to replacement of the member by equally competent person to the satisfaction of HML.

ELIGIBILITY INFORMATION TO BE PROVIDED BY CONSULTANTS

- I. Brief description of organization
- II. Outline of recent experience of assignments:
1. Name of the project
 2. Name of the owner or sponsoring authority
 3. Brief description of assignment
 4. Cost of assignment (Fees)
 5. Development cost /construction cost of the project
 6. Status of development
 7. Place of study as part of assignment

III. Mention the model advised for execution if suggested

- IV. Attach Client certificate for completion of project
1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes / No

V. Annual Turnover of the firm

S. N	Year	Amount in Rs.
1	2017-18	
2	2018-19	
3	2019-20	
	Average	

Duly certified by a Chartered Accountant.

VI. Contact Person / Details:

Name :

Phone No:

email id:

VII. Details of EMD

FORMS FOR SUBMISSION OF TECHNICAL AND FINANCIAL PROPOSALS

Proposals

(1) Proposals should include the following information:

(a) Technical Proposal

- (i) Covering Letter for the bid in Form F-1
- (ii) A brief description of the firm/organization and an outline of recent experience on assignments/ projects of similar nature executed during the last 7 years in the format given in Form F-2.
- (iii) A description of the manner in which consultants would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iv) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (v) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (vi) The consultant's comments, if any, on the data, services and facilities to be provided by the HML indicated in the Terms of Reference (TOR)

(b) Financial Proposals

The financial proposals should include the following:

- Schedule of Price Bid in Form No. F-6 with cost break-up.

(2) Two copies (one original and copy) of the proposals should be submitted to Office of HML. with soft copy of Pre-qualification and Technical proposals except Financial proposal.

(3) Terms of Payment

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as per ToR after approval of the Reports.

FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of — — — — Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for — — — — —.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the country of India.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST
5 YEARS

1. Brief Description of the Firm/Organization:

2. Outline of recent experience on assignments of similar nature of completed assignment:

Sl. No.	Name of assignment	Name of project	Owner or sponsoring authority	Cost of assignment in Rs.	Project Development cost in Rs.	Date of commencement of services	Date of completion of services	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8	9

Note: Please attach certificates from the employer by way of documentary proof. Only assignment with client certificates will be evaluated.

For completed project, the consultant shall submit the Completion certificate from the Employer/
Engineer-In-charge/Project In-charge.

FORM F-3

WORK PLAN TIME SCHEDULE

A. Work plan Schedule

Sl. No.	Item	Month -wise Program					
		1 st	2 nd	3 rd	4 th	5 th	6 th

B. Manning Schedule (Key & Sub-Key Professional)

Sl. No.	Item	Month -wise Program					
		1 st	2 nd	3 rd	4 th	5 th	6 th

C. Compilation and submission of reports Schedule

As indicated under TOR

1. .
2. .
3. .
- 4.
- Etc.

D. A short note on the line of approach and methodology outlining various steps for performing the consultancy.

Note: Conditional bid will be liable for rejection

FORM F-4

**Composition of the Team Personnel and the task which would be assigned to each
Team Member**

1. Key Experts

Sl.No.	Name	Position	Task assignment
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2. Sub-Key Staff (as required)

Sl.No.	Name	Position	Task assignment
--------	------	----------	-----------------

FORM F-5

SUGGESTED FORMAT OF CURRICULUM VITAE
FOR MEMBERS OF CONSULTANT'S TEAM

1. Name: _____
2. Profession/ Present Designation: _____
3. Years with Firm/Organization: _____ Nationality: _____
4. Area of Specialization: _____
5. Proposed Position on Team: _____
6. Key Qualifications:

Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.

7. Education:

Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended, and degrees obtained. (max quarter page).

8. Experience:

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last fifteen years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.

9. Languages:

Indicate proficiency in speaking, reading, and writing of each by 'excellent', 'good' or 'poor'.

Signature of the Staff Member

Authorized Signature of the Consultancy Firm

Date:

FORM F-6

SCHEDULE OF PRICE / FINANCIAL BID

(Cost should be provided in Cover 3)

<u>Items</u>	<u>Amount</u>
--------------	---------------

A. Total consultancy Cost: in Percentage of estimated Project Cost

B. GST will be extra as applicable

NB: Total cost of assignment shall all inclusive. No additional payment will be made other than the quoted %age fees by the PMC.

Signature of Consultant

(Authorized representative)

Note: Price / Cost / Financials shall not be mentioned anywhere in cover 1

Consulting Services

Draft Agreement

Subject: (Name of Assignment)

(Name of Consultant)

1. Set out below are the terms and conditions under which (Name of Consultant) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Consultant] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ months, during the period from _____ to _____.

3. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.

4. This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India

5. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on _____, or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants) or till the date of completion of the assignment.

6. Payments for the services will not exceed a total amount of Rs. _____.

The (Name of Client) will pay (Name of Consultant), within 15 days of receipt of invoice, which is as follows:

Amount	Currency
---------------	-----------------

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultants.]

7. The [Name of Consultants] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultants] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultants] or its staff. The risks and the coverage shall be as follows:

- a. Third Party liability insurance with a minimum coverage of Value of assignment [cost of assignment quoted by the consultant];
- b. Professional Indemnity insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the consultant];
- c. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

8. The [Name of Consultants] shall indemnify and hold harmless the (Name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of gross negligence or willful misconduct of the [Name of Consultants] in the provision of services under this contract. The liability of the [Name of Consultants] under any circumstance shall not exceed one time of contract value or fee paid to the consultant, whichever, is lesser. The obligation under this paragraph shall survive the termination of this Contract.

9. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

10. Either party may give notice for termination of this contract along with a rectification period of 30 days. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Consultant] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

11. On issue of Letter of Acceptance (LoA), an acceptance for LoA shall be sent by consultants within 7 days and subsequently execute agreement with the HML within 15 days from the date of issue of LoA. Failing to do adhere to this, the HML reserves the right to cancel the consultancy work by forfeiting the EMD.

12. The consultants shall mobilize the key personnel as per the schedule of activities indicated in their technical proposal. The consultants shall meet the HML with all the key personnel, as a proof of mobilization and commence work within 7 days from the date of receipt of the LoA. Failing to comply with this will be considered as non-mobilization of key personnel and the HML reserves the right to cancel the consultancy work.

13. The Consultant shall furnish a Bank Guarantee amounting to 5% of the negotiated consultancy value exclusive of all taxes, duties, levies in the form specified at the end of the RFP, within 15 days from the date of issue of LoA. The format is enclosed in Annexure-4.

14. The HML 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 the work assigned in the ToR or the finalized Agreement.

15. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Consultants] in the performance of the Services shall become and remain the [property of the HML]. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the HML.

16. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.

17. The Consultant will not assign this Contract or sub-contract or any portion of it without the HML's prior written consent.

18. The [Name of Consultants] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the HML shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

19. The [Name of Consultants] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Name of Client) written permission. Confidential information does not include any information which:

- i. is rightfully known to the recipient prior to its disclosure;
- ii. is independently developed by the recipient without use of or reliance on confidential information or
- iii. later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party ; or
- iv. where recipient is ordered by a judicial authority to disclose confidential information.

20. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Chennai.

Place:

Date :

Thiru._____

Thiru._____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

Annex A: Description of Services (Terms of Reference)

Annex B: Consultants Personnel

Annex C: Consultants Reportings Obligations

Annex D : Cost of the assignment with break up

Annex E : Security Déposit/ Performance Security

*Format of Security Deposit/ Performance Security in the form of unconditional Bank
Guarantee*

To
Chief Executive Officer,
HLL Medipark Limited
HLL Bhawan,
No. 26/4, 2nd Floor, Velachery- Tambaram Road
Pallikaranai, Chennai – 600 100

In consideration of HLL Medipark Limited (HML) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, 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 Client’s Letter of Acceptance no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consulting Servicesand the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

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 Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client 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).

We, (indicate the name of Bank) undertake to pay to the Client 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 there under and the Consultant shall have no claim against us for making such payment.

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 taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client 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 six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Client that the Client 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 Client 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 Client or any indulgence by the Client 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.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021.