

HLL LIFECARE LIMITED (HLL)

Request for Proposal For “Appointment of Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram”

Tender No. HLL/ARCH/RIPANS/2019

BID Document

Volume – I

- Notice Inviting Bid
- Instruction to Bidders
- Terms of Reference
- Evaluation Process and Criteria

Volume – II

- General Conditions of Contract
- Integrity Agreement

Volume – III

- Financial Bid



B-14A, Sector – 62,
NOIDA (UP) -201307
Phone no: 0120-4071500

RIPANS - AERIAL VIEW



Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram

BID Document: Volume – I

Notice Inviting Bid
Instruction to Bidders
Terms of Reference
Evaluation Process and Criteria

Press Notice

HLL Lifecare Limited
(A Govt. of India Enterprise)
Infrastructure Development Division
B-14-A, Sector -62, NOIDA (U.P.)

Tender No. HLL/ARCH/RIPANS/2019

Sealed Technical and Financial Bids are invited from eligible Architects/ Architectural Firms for Providing Architectural Services to HLL for the “Up-Gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), at Aizawl, Mizoram”. The Bid documents shall be available online from 07.05.2019 at HLL website www.lifecarehll.com . The last date of submission of Bids is 17.05.2019 by 11:00 hrs.

Prospective bidders are advised to regularly browse the HLL website & CPP Portal for any Corrigendum/ Amendments, if any, issued subsequently. No separate advertisement will be published in this regard.

Associate Vice President (ID)

Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram

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DISCLAIMER

HLL Lifecare Limited . (HLL) has prepared this document as Project Management Consultant of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram (An autonomous body of Ministry of Health & Family Welfare, Government of India) for this project. The purpose of this document is to provide interested parties with information to assist in preparation of their bid.

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

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

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

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

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

DEFINITIONS

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

1. **“RIPANS/ Institute”** shall mean Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl”, Mizoram.
2. **“Assignment Fee”** shall mean the fee to be paid by HLL to the **Architectural Consultant** for providing the services for the Project as per the scope of works mentioned in the Contract.
3. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this NIT/NIB.
4. **“Bidder (s)”** shall mean all parties participating in the bidding process **pursuant** to and in accordance with the terms of the BID.
5. **“Bid Security”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 2.6.7
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid as per clause 2.6.7.
7. **“Scope of Work” /“Client's Requirements”** means the document named Scope of Work, given in Term of Reference.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful **Bidder** and HLL for the execution of the Project.
9. **“Architectural Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
10. **“Design”** means design of the proposed facility to develop it as a state of art facility.
11. **“Evaluation Committee”** shall mean the committee constituted by HLL for the evaluation of the bids.
12. **“HLL”** shall mean “HLL Lifecare Limited, a company incorporated under the Companies Act, 1956 and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India”.
13. **“LOA”/“Letter of Award”** shall mean the letter issued by HLL to the Successful Bidder inviting him to sign the Contract Agreement
14. **“MoHFW”** shall mean the Ministry of Health & Family Welfare, Government of India.
15. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder as per clause 4.5.3 of BID document.
16. **“Project”** shall mean Preparation of Design/drawings including obtaining Statutory

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approvals as per scope of work for proposed Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl”, Mizoram in line with the scope of work of Architectural Consultant

17. **“Site”** shall mean the place where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this Bid document. Institute is on parcel(s) of land.
18. **“Start of Work”** shall mean the date of commencement of works by the Architectural Consultant as defined in clause 1.2 of Notice Inviting Bid.
19. **All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]**

BACKGROUND INFORMATION

1.1 BACKGROUND

To overcome the need to provide basic paramedical health care facilities in the health institution of the North Eastern Regions, Regional Institute of Paramedical & Nursing Sciences was finalized by the North Eastern Council in 1992-93 with the approval of the government of India. All the allotted seats in disciplines of the institute are distributed as per quota fixed for the beneficiary states. The Institute was established in 1996 and started functioning as Regional Paramedical & Nursing Training Institute (RP&NTI) with no infrastructure of its own. Four storeyed building near Civil Hospital Aizawl was rented where all Academic activities were conducted. Administration was conducted from another rented building at Chanmari with a handful of staff. Boys and Girls students were also accommodated in different private buildings. The Institute, in 1996, started conducted the following course:

- B.Sc. (Nursing)
- Diploma in Laboratory Technology (DMCT)
- Certificate Course in Laboratory Technology (CMCT)
- Diploma in X-Ray Technology
- Diploma in Pharmacy
- Diploma in Electro Cardiography (ECG)
- Diploma in Ophthalmic Technology (OT)
- Multipurpose Health Worker Course.

Formerly the name was Regional Paramedical and Nursing Training Institute (RP&NTI), which was rechristened as Regional Institute of Paramedical and Nursing (RIPAN). Later the word 'sciences' was added. The institute is named Regional Institute of Paramedical and Nursing Sciences (RIPANS). RIPANS is affiliated to the Mizoram University.

In order to augment the supply of skilled manpower and to promote the training through standardization of such education / courses across the country, the Ministry of Health and Family Welfare proposes to further upgrade and develop the existing Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl.

The concept plans of the project have already been prepared contextual with locale, modern, sustainable, Energy Efficient buildings in accordance with standard and best practices guidelines. However, the Architectural Consultant shall, prior to taking up the Design of the Complex as per the scope of work, shall review the concept plans, already prepared, keeping into consideration the user requirements etc. and shall ensure that all New buildings are sustainable, energy efficient, use space optimally and integrated with existing building and Infrastructure.

SECTION -1

NOTICE INVITING BID

1.1 General

HLL Lifecare Limited (HLL), invites BID from eligible Architects/Architectural Firms for “Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram”.

1.2 Important Information

Tender No.	HLL/ARCH/RIPANS/2019
Bid Security amount	Rs. 2 lakh. (Rs. Two lakh only)
Tender Processing Fee (Non-refundable)	Rs.5600/- (Rupees Five thousand Six hundred only) inclusive of GST to be paid through a Demand Draft/ Pay Order in favor of HLL Lifecare Ltd., payable at NOIDA/New Delhi
Issue of RFP documents	Documents shall be available online at HLL website, www.lifecarehll.com/tender & CPP Portal from 07.05.2019 to 17.05.2019 up to 10:00 hrs.
Pre Bid Conference	13.05.2019 at 11.30 am at HLL Lifecare Ltd., Office, Noida
Last date for submission of queries	13.05.2019
Last Date & time of Submission of Bids (Bid due date)	17.05.2019 at 11.00 Hrs.
Date & time for opening of Technical Bids	17.05.2019 at 11:30 Hrs.
Place of submission of bid	In the office of Associate Vice President (ID), HLL Lifecare Limited (HLL), B-14A, Sector 62, Noida-201 307, Dist. Gautam Buddh Nagar (UP), INDIA
Date & time of submission of performance security	15 days from issue of LOA

Date & time of signing of Contract Agreement	30 days from issue of LOA
Commencement of work	Date of issue of LOA
Completion Period of the Work	5 (Five) Months or till receipt of all statutory approvals & clearances required up to commencement of construction work whichever is later. Time period for key deliverables is given in Terms of Reference.
Bid Validity	90 days from the closing date of submission of bid or any extension thereof.
Date & time of opening of Financial Bids	Technically qualified bidders to be intimated at appropriate stage
Address for Communication	Associate Vice President (ID) HLL Lifecare Limited B-14A, Sector 62, Noida-201 307 Distt: Gautam Buddh Nagar (U.P.) , INDIA, Telephone No. 0120-4071500

Bidders may note that the Bids shall be submitted in 2 parts – (i) Technical Bid (ii) Financial Bid. The last date of submission of complete bids is 17.05.2019 up to 11:00 Hrs. The bids (all 2 parts) are to be submitted physically in the manner as described in Clause No. 2.6 in the office of AVP (ID), HLL Lifecare Limited (HLL) at the address mentioned above.

Note: Bid Security Amount & Tender Processing Fee is exempted for MSME and NSIC units subject to submission of valid MSME /NSIC Certificate.

1.3 Significant Points

- 1.3.1 Bidder must not be blacklisted or debarred by any Government Agency or Public Sector Undertaking. Bidder is to submit undertaking in this regard as per Form-G
- 1.3.2 The bidder shall submit his bid in two parts namely; (i) Technical Package and (ii) Financial Bid. The details are provided under clause 2.6.3 of this BID Document.
- 1.3.3 BID document consists of:

Volume I

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

Volume II

- General Conditions of Contract (GCC)

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- Integrity Pact

Volume III

- Financial Bid

- 1.3.4 Bidders may obtain further information in respect of this BID document from the office of the Associate Vice President (ID), HLL Lifecare Limited (HLL), B-14A, Sector-62, Noida -201307.
- 1.3.5 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.7.2 of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3.6 HLL reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against HLL for rejection of their Bid.

Associate Vice President (ID)
HLL Lifecare Limited

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 Salient Points

- a. **Date and time of opening of Bid** (Clause 1.2 of Notice Inviting Bids) is 17.05.2019 at 11.30 Hrs. at HLL Office, B-14A, Sector 62, Noida-201307
- b. **Bid Security** as per the Clause 1.2 of Notice Inviting Bids is Rs.2.00 Lakhs (Rupees Two Lakh Only) to be submitted with the BID.
- c. **Period of Bid Validity** (Clause 2.6.8), **90 days** from the closing date of submission of Bid or any extension thereof.
- d. **Date of Start of Work:** Date of issue of LOA.
- e. **Period of completion:**
 - i. Finalization of Concept Designs & Drawings: 15 Days from the date of start of work
 - ii. Preparation & Finalization of Technical Specifications, Design Basis Report (DBR) and Tender Drawings: 45 days from the date of start of work
 - iii. Other deliverables as per Scope of work given in clause 4.2 of Volume-I : 5 (Five) calendar months from the date of start of work or till receipt of all statutory approvals & clearances required up to commencement of construction work whichever is later.
- f. **Performance Security** (Form C) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Architectural Consultant.

2.2 Eligibility to bid & Qualifying Criteria

Interested Architects/ Firms having experience in similar nature of work and meeting the following minimum eligibility criteria may submit their proposal :

- a. The term "ARCHITECT" shall mean any person, who at the time of his application is registered with the Council of Architecture under the Architects-Act-1972. Where the expression of Interest is made by a team, its leader shall be an "ARCHITECT" and where the application is made by a firm, all of its Partners/Directors shall be an "ARCHITECT". The Bidders should be in the Architectural Consultancy business in the present name and style for a period of minimum 5 years ending the previous day to the last date of submission of tender.
- b. The Architect/firm must have provided Comprehensive Architecture Consultancy Services during last five 5 years ending the previous day to the last date of submission of tender for the following:

- i. Any of the following Healthcare Infrastructure Project:

At least one completed Project/ works of value more than Rs. 184 Crores.

OR

Two completed Projects/works each of value not less than Rs.138 Crores

OR

Three completed Projects/works each of value not less than Rs.92 Crores

AND

- ii. At least one completed project of 100 bedded Super-Specialty/ Multi-Specialty Hospital in India. In case any of the qualifying completed Projects/work(s) given at (i) above also fulfills the criteria given herein, then the criteria given herein need not be separately required to be fulfilled.

Note:-

- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to the last date of receipt of bids.
- The Qualifying Work(s) should be physically completed at site

- c. The Architect/firm shall have positive Net worth and should have not occurred loss in more than 2 years in last 5 years ending F.Y. 2017-18.

- d. JV/Consortium of firms are not permitted.

2.3 Disqualifications

HLL may disqualify the Bidder if:

- a. The Bidder has:

- i. Made misleading or false representations in the forms, statements and attachments submitted; **or**
- ii. The Bidder gets blacklisted or debarred by any Government Agency even after submission of this BID and while the bids are under evaluation; **or**

- b. No bidder shall submit more than one proposal for the proposed work.

2.4 JV/Consortium: JV/ Consortium of firms are not permitted.

2.5 BID Documents

2.5.1 Contents of BID Documents

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

2.5.2 Pre-Bid Conference

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

2.5.3 Clarifications

Bidders can seek clarifications to the BID document by writing at the mailing address indicated in Clause 1.2 of Notice Inviting Bid .

2.5.4 Amendments to the BID Document

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

2.6 Preparation of Bid

2.6.1 Bidders responsibility

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

2.6.2 Project Inspection and Site Visit

- i. The Site information given in this BID is for guidance only. The Bidder is advised to visit and examine the Site and its surroundings, ascertain information for statutory approvals desired at his/their cost and obtain all information that they may deem necessary for preparing the Bid. Bidder can obtain information from HLL

regarding contact persons for the site visit. Any expenditure towards presentation and preparation of bids shall be borne by the bidder at his/ their own cost.

- ii. HLL shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by HLL.

2.6.3 Documents Comprising the Bid

The Bidders shall submit their bids in two parts i.e., (i) Technical Package, & (ii) Financial Bid.

- (i) **TECHNICAL BID (Envelope No-I)** shall consist of information from Bidders as required under this RFP shall consist of Technical Bid & shall consist of the following. The Technical bid shall be sealed in separate envelope and marked “ TECHNICAL BID”.
 - a) Form of Bid, as per Form A
 - b) Checklist for the enclosed documents as per the format attached as Annexure-A
 - c) Demand Draft/PO for Tender Processing Fee of Rs. 5600/- (Rs. Five Thousand Six Hundred only) inclusive of GST in favour of HLL Lifecare Ltd. Payable at Noida/ New Delhi
 - d) Bid Security: Bank Guarantee, as per the format attached as Form B or Demand Draft towards Bid Security in original in a separate envelope, sealed and duly marked “Bid Security”
 - e) Power of Attorney as per form D (in favor of the authorized signatory of the Bidder) to submit Bid.
 - f) Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder.
 - g) Initialled BID document as listed in Clause 1.3.3 of Notice Inviting Bids
 - h) Undertaking against blacklisting/debarred Form G
 - i) Form/Annexure I to XII and self-attested documentary proof(s) in respect of the details furnished in the application form shall be submitted along with the bid with required documents.

Note:

- a. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of HLL shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the Bid document including the specifications and to submit all the details specifically called for (or implied) in those clauses.
- b. All documents issued for the purpose of bidding as described in Clause 1.3.3 of Notice Inviting Bids and any amendments issued in accordance with Clause 2.5.4 shall be deemed as incorporated in the Bid.

- c. The evaluation of the bids submitted by the Architects/ firms shall be undertaken based on details submitted by them strictly as per requirement of this RFP document. Bidders shall not be required to submit their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidders accurately and specifically as per requirement of this RFP. However, HLL reserves the right to ask any clarification from the bidders for details submitted if it so desires during evaluation.
 - d. Architect(s)/Firms having experience in designing Green Buildings as per GRIHA norms or equivalent recognized international norms should give details of such works carried out by them in the last five years ending the previous day to the last date of submission of tender.
 - e. The Application should be on the prescribed form. All Annexures duly completed should be submitted. The Annual turnover of the firm and profit and loss statement by way of Professional Fees for Architectural Consultancy for the last five years, duly audited by a Chartered Accountant, should be submitted. Certified copies of Award letters, completion certificates etc. should be enclosed.
 - f. Summary of regular/permanent professional employees and key Personnel including the nature of specialization, qualifications and experience should be enclosed along with certificates.
- (ii) **FINANCIAL BID (Envelope No. II):** The Financial bid shall be sealed in separate envelope marked “ **FINANCIAL BID**” and shall be submitted along with the bid as per the “ Format for the Financial Proposal” given in Volume-III duly filled in and signed. The financial package should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, etc. any other fee/ expenditure incurred excluding Goods & Services Tax as applicable till the date of NIT. In case Government levies /modifies any tax subsequently the same will be adjusted plus/minus as the case may be. Bids containing any conditions in Envelope II shall be summarily rejected.
- (a) Goods & Services Tax, if any, paid by the appointed Architectural Consultant on the payment released to them under this Contract shall be reimbursed, at actual, on the submission of proof of payment by the Architectural Consultant. The Bidder must fill up the price in the format for the Financial Proposal given under Volume-III of RFP.
 - (b) Bidders may note that the price should not be indicated in any of the document enclosed in Technical Package. Noncompliance shall entail rejection of the bid. Any addition, modification, alteration etc. if observed in any of the bid documents containing all volumes (all parts) at any stage the bid shall be summarily rejected.

2.6.4 Tender Processing Fees:

The Bidder shall pay a Tender Processing Fee of Rs.5600/- (Rupees Five thousand Six hundred only) inclusive of GST. Tender Processing Fee shall be enclosed along with technical bid and shall be payable through a demand draft/ pay order (non-refundable) drawn in favor of “HLL Lifecare Ltd.”, payable at NOIDA/New Delhi. Any bids not accompanied by the Tender Processing Fees shall be rejected and shall not be considered for further evaluation / selection.

2.6.5 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be written in the English language. Supporting documents and printed literature furnished by the Bidder, if any, may be in another language provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation may not be considered.

2.6.6 Currency of Bid

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

2.6.7 Bid Security

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Clause 1.2 of Notice Inviting Bids.
- ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India or in the form of Demand Draft or Banker’s cheque of a Scheduled Commercial Bank issued in favour of “HLL Lifecare Limited” payable at New Delhi/Noida or fixed deposit receipt. The format of the Bank Guarantee shall be as per Form B provided in this Bid document. The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid i.e. 135 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Bid Security shall be endorsed /pledged in favour of HLL and shall be submitted in a separate envelope super-scribed “**Bid Security for Appointment of Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram**”.
- iii. Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
- iv. The Bid Securities of unsuccessful Bidders shall be discharged/ returned by HLL as promptly as possible, after the expiration of the Bid Validity as defined in Clause 2.6.8.
- v. The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with HLL and on submission of Performance Security, as mentioned in Clause 3.5 of Terms of Reference.
- vi. The Bid Security shall be forfeited:

- a. If a Bidder withdraws his Bid during the period of Bid Validity, or
- b. In the case of the Successful Bidder,:
 - i. The necessary Performance Security for performance is not furnished as per Clause 4.5.3 and/or
 - ii. the Contract is not signed within the time limit specified in Clause 2.8.2
- c. The Bidder tries to influence the Bid process/ employees of HLL/ members of Evaluation Committee in any manner or breaches standards of ethics as per Clause 2.11.

2.6.8 Bid Validity

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

2.6.9 Extension of Bid Validity

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

2.6.10 Format and Signing of Bid

- i. Bid documents (Technical Bid and Financial Bid) shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.6.16 of the Instruction to Bidders.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HLL, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.6.11 Sealing and Marking of Bids

- i. The bid shall be submitted in three parts, Technical Package & Financial Bid. The Technical Bid & Financial Bid shall be sealed in two separate envelopes clearly marked as “Technical Bid ” and “Financial Bid”. The two envelopes along with the envelope containing the Bid Security & Bid Processing Fees shall be wrapped in an outer envelope addressed to Associate Vice President (ID), HLL Lifecare Limited (HLL), B-14A, Sector-62, Noida – 201307 duly super scribing on top **“Appointment of Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram”**.
- ii. The outer envelope should also bear the name and address of the bidder.

- iii. The contents of Technical Bid shall be as detailed under Clause 2.6.3 herein.
- iv. The Financial Bid shall be submitted as per the format for the Financial Proposal given in Volume-III of RFP duly filled in and signed.
- v. No responsibility will be accepted by HLL for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

2.6.12 Submission of Bids

- i. The envelope containing the bids comprising the Technical Bid and Financial Bid should be submitted to:

The Associate Vice President (ID)
HLL Lifecare Limited
B-14A, Sector 62
Noida (UP.), Pin
Code: 201 307. INDIA
- ii. The last date and time for submission of Bids is given in Clause 1.2 of Notice Inviting Bids. HLL may, at their discretion, extend this date, in which case all rights and obligations of HLL and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. HLL shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- iv. Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Bidders should note that the Bids should be submitted before the last date and time for submission of completed Bids as given in Clause 1.2 of Notice Inviting Bids.

2.6.13 Modifications/ Substitution/ Withdrawal of Bids

- i. The Bidder may modify, substitute, or withdraw his submitted Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by HLL on or before the last date for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- ii. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids in accordance with Clause 2.6.10 and 2.6.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. In case of complete substitution or withdrawal, the earlier document shall be

returned unopened at the time of opening of Bids.

2.6.14 Bid Due Date

- i. Bids should be submitted before the stipulated date and time as specified in Clause 1.2 of Notice Inviting Bids.
- ii. HLL may at its sole discretion, extend the Bid due date by issuing an addendum in accordance with Clause 2.5.4.

2.6.15 Late Bids

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

2.6.16 Power of Attorney

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

2.7 Bid Opening and Evaluation

2.7.1 Bid Opening

- i. The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids in the office of the Associate Vice President (ID), HLL Lifecare Limited, B-14A, Sector 62, Noida (U.P.), INDIA, Pin Code – 201307. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 2.6.13 shall not be opened.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in clause 2.6.3. If the documents do not meet the requirements of the BID, a note will be recorded accordingly by HLL and the said Bidder's Proposal will not be considered for further processing/evaluation.
- v. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HLL or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- vi. The applications qualifying the initial Eligibility criteria as mentioned in clause 2.2

shall be evaluated by scoring method as detailed below:

a) Technical Staff Strength (Annexure-I & II)	15 Marks
b) Experience of work during last five years (Annexure-III)	25 Marks
c) Experience of work in Medical Architecture during last five years (Annexure-IV)	20 Marks
d) Current works in hand (Annexure-V)	10 Marks
e) Financial turnover (Annexure-VI)	05 Marks
f) Award winning Projects during last 5 years (Annexure-VII)	05 Marks
g) Profile and experience of associated consultants (Annexure-VIII)	10 Marks
h) GREEN building for which GRIHA/ International standards rating received in during last 5 years (Annexure IX)	05 Marks
i) International Level Projects completed during last 5 years (Annexure X)	05 Marks

Total

100 Marks

- i. The marks shall be decided by a duly constituted Committee on the basis of predetermined criteria and where it is not possible to do so, based on their own judgment. The evaluation carried out by the said Committee shall be final and binding.
- ii. Submission of satisfactory completion certificate form previous clients would assist the committee in evaluation. Architects are request to submit such certificate in their own interest, if possible.
- iii. Only those applicants who secure a minimum of 60% marks in each criterion except para f, g, h & i of Evaluation Criteria as above and secure overall score of 75% shall be eligible for selection & Financial Bid of only these Bidders shall be opened.
- iv. HLL Lifecare Limited reserves the right to modify the criteria and take their own decision if so required which shall be final and binding.
- v. The bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.
- vi. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections
- vii. The proposals shall be valid for a period of 90 days from the closing date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

2.7.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, HLL will determine whether each Bid is responsive to the requirements of the Bid document.
- ii. For the purpose of this Clause, a responsive Bid is one which:
 - a. Is received by the Bid due date as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.
 - b. Is signed, sealed and marked as stipulated in Clauses 2.6.10 and 2.6.11
 - c. Is accompanied by the Power(s) of Attorney as specified in Clause 2.6.16
 - d. Contains all the information as requested in the bid document and in the required formats same as those specified in this bid document.
 - e. Is valid for the validity period as set out in Clause 2.6.7 and 2.6.9
 - f. Is accompanied by the Bid Security & Bid Processing Fees.
 - g. Conforms to all the terms, conditions and specifications of BID document without material deviation or reservation. “Deviation” may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HLL’s rights or the Bidders obligations under the Contract as provided for in the BID document and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the BID document, it will be rejected by HLL. The decision of HLL as to which Bids are not substantially responsive shall be final and binding.

2.7.3 Evaluation of Bids

- i. HLL would examine and evaluate Bids in accordance with the criteria set out in **Section 3**.
- ii. HLL reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or found out; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

2.7.4 Clarification of Bids

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

seek any clarification from Bidders for details submitted with technical package.

2.7.5 Confidentiality

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

2.8 Award of Contract

2.8.1 Notification of Award

- i. Prior to the expiry of the period of Bid Validity, HLL will notify the successful Bidder by e-mail, to be confirmed in writing by registered post/ by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, HLL will pay to the Architectural Consultant in consideration of the work performed by the Architectural Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of HLL. No correspondence will be entertained by HLL from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder as per clause 4.5.3, HLL will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

2.8.2 Signing of Agreement

- i. HLL shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HLL and the Architectural Consultant through their authorized signatories will be supplied by HLL to the Architectural Consultant.
- iv. In case Successful Bidder does not sign the Contract with HLL, HLL reserves the right to forfeiting EMD and processing further as deemed fit.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

2.9 Conflict of Interest

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

2.10 Employment of Officers/ Retired Officers of MoHFW /HLL/RIPANS

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

2.11 Standards of ethics

HLL desires that the Architectural Consultant shall observe the highest standard of ethics during the selection and execution of such contracts.

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

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

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

“Collusive practice” means a scheme, arrangement or understanding between two or more Architectural Consultants, with or without the knowledge of HLL, designed to establish prices at artificial noncompetitive levels.

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

(b) It is further provided that :-

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

2.12 HLL's right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, HLL reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or

Bidders about the grounds for HLL's action.

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

- a. In case no Bid is received.
- b. occurrence of any event due to which it is not possible to proceed with the selection process
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
- d. it is discovered that Bidders have breached standard of ethics as per clause 2.11
- e. any other reason, which in the opinion of HLL necessitates the cancellation of the selection process

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

HLL further reserves the right to abandon the project or to retender or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses (a) to (d) above or for any other reason.

SECTION 3

3 - EVALUATION PROCESS AND CRITERIA

3.1 Evaluation Process

Technical Bid

3.1.1 The Technical Bids of those bidders, whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. These will first be scrutinized and bidder's eligibility for the work will be determined.

3.1.2 The applications qualifying the initial Eligibility criteria as mentioned in clause 2.2 shall be evaluated by scoring method as detailed below:

a) Technical Staff Strength (Annexure-I & II)	15 Marks
b) Experience of work during last five years (Annexure-III)	25 Marks
c) Experience of work in Medical Architecture during last five years (Annexure-IV)	20 Marks
d) Current works in hand (Annexure-V)	10 Marks
e) Financial turnover (Annexure-VI)	05 Marks
f) Award winning Projects during last 5 years (Annexure-VII)	05 Marks
g) Profile and experience of associated consultants (Annexure-VIII)	10 Marks
h) GREEN building for which GRIHA/ International standards rating received in during last 5 years (Annexure IX)	05 Marks
i) International Level Projects completed during last 5 years (Annexure X)	05 Marks

Total **100 Marks**

Note:-

Only those applicants who secure a minimum of 60% marks in each criterion except para f, g, h & i of Evaluation Criteria as above and secure overall score of 75% shall be eligible for selection & Financial Bid of these Bidders shall be opened.

3.2 Financial Bid

The financial Bid shall be submitted in Envelope No. II, physically as per the "Formats for Financial Bid".

The Price shall be quoted as total all-inclusive lump sum price (inclusive of all taxes, charges, levies, Cess, etc. any other fee/ expenditure incurred excluding Goods & Services Tax) in Indian Rupees only.

3.3 Submission of Bid

The Bidders should submit their Bids as per Clause 2.6 of this document.

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

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

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

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

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

The Bids shall be valid for a period of 90 days from the last date of its submission. During this period, the bidder shall keep available the professional staff proposed for the assignment.

3.4 BID EVALUATION

Evaluation of bids shall be carried out by the **Evaluation Committee** appointed by HLL. The Financial Bids shall be opened in the presence of the eligible Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

- a. Financial Bid: As already mentioned the Financial Bid should be submitted physically in Envelope No.2, along with Technical Package
- b. The financial Bid shall be submitted by the bidders in conformity with Volume-III of RFP. Financial Bid submitted in any other format will stand disqualified & rejected.
- c. The representative's authorization shall be confirmed by written power of attorney accompanying the Bid.
- d. Bids determined to be substantially responsive will be checked by HLL for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :
 - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
 - ii. Incorrectly added totals will be corrected.
 - iii. In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail
- e. The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be

initialled by the authorized person.

- f. In case the financial bid of two or more bidders / tenderers is found equal then all such bidder shall be asked to submit sealed revised offer in the form of letter mentioning revised fee but the revised fee so quoted should not be higher than the fee quoted at the time of submission of original tender. The lowest tender shall be decided on the basis of revised offer. In case any such bidder refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50 % of earnest money shall be forfeited.
 - g. If the revised fee of two or more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in the presence of the Vice President (ID) HLL and concerned bidders who have quoted equal fee.
- 3.5** The Successful Lowest Bidder would be notified in writing by HLL by issuing the Letter of Award (LOA) in favour of the Bidder.
- 3.6** HLL reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. HLL also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

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

Sl. No.	Document	No. of sets to Be submitted	Page no.
TECHNICAL PACKAGE PART I (Physical submission)			
1.0	Form of Bid- (Form A)	(Original)	
2.0	Bid Processing Fees in separate sealed envelope	(Original)	
3.0	Bid Security (Form B) in separate sealed envelope	(Original)	
4.0	Power of attorney for person signing the Bid (Form D)	(Original)	
5.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder	(Original)	
6.0	Initialed Bid Documents	(Original)	
7.0	Undertaking that Bidder is not blacklisted / debarred, Form G	(Original)	
8.0	Annexure-I to XII	(Original)	
FINANCIAL PACKAGE PART II (Physical submission)			
9.0	Financial Bid	(Original)	

FORMATS FOR TECHNICAL BID

APPLICATION FORM

INFORMATION TO BE FURNISHED BY THE BIDDERS

Sl. No.	Particulars	Details
1.	Name of Organization	
2.	Address	
	Mobile No.	
	Telephone No.	
	Fax No.	
	E-mail ID	
3.	Organization Details	To be filled as per Annexure-I
4.	Details of Directors / Partners /Proprietors	To be filled as per Annexure-II
5.	List of Architectural Consultancy Assignments undertaken in last 5 years	To be filled as per Annexure-III
6.	List of Medical Architectural Projects completed/ in progress	To be filled as per Annexure-IV
7.	List of Major Architectural/Consultancy Projects/ Assignment in progress.	To be filled as per Annexure- V
8.	Financial Status	To be filled as per Annexure-VI
9.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Self-certified copies to be enclosed
10.	List of award winning entries (during last five years)	To be filled as per Annexure-VII
11.	List of consultants associated on regular basis	To be filled as per Annexure-VIII
12.	List of works for which GRIHA /International ratings for Green buildings	To be filled as per Annexure-IX
13.	List of International works	To be filled as per Annexure-X
14.	List of equipment & software available with the firm	To be filled as per Annexure-XI
15.	Affidavit	To be filled as per Annexure-XII

Annexure-I**ORGANIZATIONAL DETAILS**

Sl. No.	Parameter	Details
1.	Organizational Set-up: <ul style="list-style-type: none"> - Year of Establishment - Status of Firm (Proprietorship/Partnership/Any other) - Name of Directors/Partners/Proprietors - Empanelment with Govt. Organizations - (Mention names along with copies of Certificates) 	To be filled as per Annexure-II
2.	Staff Strength <ul style="list-style-type: none"> - Architects (nos.) - Structural Engineers (nos.) - Civil Engineers (nos.) - Plumbing / Sanitary Engineers - Electrical Engineers (nos.) - Environmental Engineers (nos.) - HVAC Engineers (nos.) 	
3.	Proof Checking arrangement	Details of tie-up if any to be given
4.	Details of Office Automation	
5.	ISO Certification	
6.	Outsourcing jobs <ul style="list-style-type: none"> - Structural Design - Plumbing, Sanitary & water supply - Electric Schemes & Design - Fire Fighting and fire detection - Environmental - Air conditioning - Mechanical - Any other 	Details of sub-consultants (if any) to be given

Signature of Bidder(s)
With Stamp

Place:**Date:**

Annexure-II

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

Sl. No.	Name of Partners/Directors / Proprietors	Academic Qualifications	Designation	Address / Phone / Fax / e-mail

Place:

Date:

Signature of Bidder(s)
With Stamp

Annexure-IV**LIST OF MAJOR MEDICAL ARCHITECTURAL PROJECTS COMPLETED/ IN PROGRESS**

Sl. No	Name of Work / Project in Progress with Address	Short description of Architectural Consultancy	Name and address of Owner	Value of Work/Project executed	Date of Start of Work/Project	Stipulated time of Completion	Status of work	Expected date of completion	Any other relevant information

Note:

The list of Works/Project mentioned should be substantiated with documentary evidence such as work orders etc. in the absence of which the application is liable to be rejected.

Signature of Bidder(s)
With Stamp

Place:

Date:

Annexure-V

LIST OF MAJOR ARCHITECTURAL/CONSULTANCY PROJECTS/ASSIGNMENTS IN PROGRESS

Sl. No	Name of Work / Project in Progress with Address	Short description of Architectural Consultancy	Name and address of Owner	Value of Work/Project executed	Date of Start of Work/Project	Stipulated time of Completion	Status of work	Expected date of completion	Any other relevant information

Note:

The list of Works/Project mentioned should be substantiated with documentary evidence such as work orders etc. in the absence of which the application is liable to be rejected.

Signature of Bidder(s)
With Stamp

Place:

Date:

Annexure-VI

FINANCIAL STATUS

Sl. No.	Financial year	Turnover (in Rs.Lacs)	Profit / loss (-)	Net Worth
1.	2013-2014			
2.	2014-2015			
3.	2015-2016			
4.	2016-2017			
5.	2017-2018			

Note:

Certified copies of audited Balance Sheets/IT Return/Chartered Accountants Certificates to be enclosed.

Signature of Bidder(s)
With Stamp

Place:

Date:

Annexure-VII

**LIST OF AWARD WINNING PROJECTS
(DURING LAST FIVE YEARS)**

S. No	Name of Client Department	Name of Project	Covered Area	Cost of Work	Detail of the Project (Salient Feature of the Project)	Stage of the Project	Institution & Nature of Award

Signature of Bidder(s)
With Stamp

Place:
Date:

Annexure-VIII**LIST OF CONSULTANTS ASSOCIATED ON REGULAR BASIS**

S.No	Nature of Consultancy	Name & Address of Consultants	Name, Qualification & Experience of Staff	Important Projects Handled
1	Structural Consultant			
2	Service Consultant			
	(a) For Civil Services			
	(b) For Electrical Services			
	(c) Fire Fighting Services			
	(d) HVAC Services			
3	Land Scape Consultants			
4	Quantity Surveyor			
5.	Environment Consultant			
6.	GIRHA Consultant			
5	Any other Consultant			

Note:

The Credential of Consultant mentioned should be substantiated with documentary evidence of past experience/qualifications & works executed by them during last 5 years.

Signature of Bidder(s)
With Stamp

Place:

Date:

Annexure-IX

**LIST OF WORKS FOR WHICH GRIHA /INTERNATIONAL RATINGS
FOR
GREEN BUILDINGS EARNED**

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

Note: Documentary evidence of achieving Rating Earned to be submitted for the works executed during last 5 years.

Signature of Bidder(s)
With Stamp

Place:
Date:

Annexure-X**LIST OF INTERNATIONAL WORKS****

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

Note: Documentary evidence of executing International Works during last 5 years to be submitted.

Signature of Bidder(s)
With Stamp

Place:

Date:

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

Annexure-XI

LIST OF EQUIPMENTS & SOFTWARE(S) AVAILABLE WITH THE FIRM

S.No.	Name of Equipment	Type	Nos.
1	Computers		
2	Printers		
3	Plotters		
4	Software's		

Signature of Bidder(s)
With Stamp

Place:

Date:

AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.10/- DULY
CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.S/o
R/o.....

The deponent above named to hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s.having its
Head Office /Regd. Office at
2. That the information / documents / Experience certificate submitted by
M/s.....along with this 'RFP for appointment of Architectural Consultant for Up-
gradation & Development of Regional Institute of Paramedical and Nursing Sciences at
Aizawl to HLL Lifecare Ltd are genuine and nothing has been concealed.
3. I shall have no objection incase HLL Lifecare Ltd. verifies them from issuing authority (ies).
I shall also have no objection in providing the original copy of the document(s), in case
HLL Lifecare Ltd., demand so for verification.
4. I hereby confirm that in case, any document, information & /or certificate submitted by
me found to be incorrect/false/fabricated, HLL Lifecare Ltd. at its discretion may
disqualify / reject my application for pre-qualification out rightly and also debar me /
M/s.from participating in any future tenders/PQ.

Deponent

I,, the Proprietor / Authorized signatory of M/s., do hereby
confirm that the contents of the above Affidavit are true to my knowledge and nothing has
been concealed there from and that no part of it is false.

Verified atthisday of

FORM OF BID

To,

Associate Vice President (ID)
HLL Lifecare Limited (HLL)
B-14A, Sector-62
Noida (U.P.), INDIA
Pin Code-201307

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for Preparation & Finalization of Concept Designs, Design Basis Report, Technical Specifications, Tender drawings and Statutory approvals for commencement of Construction work of the Proposed Up-gradation & Development of Regional Institute of Paramedical and Nursing Sciences.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this BID document. We shall not hold HLL responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 10 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this BID document for a minimum period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications / amendments by HLL in the terms and conditions of the BID document.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HLL, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare

RFP – Appointment of Architectural Consultant for RIPANS

the Contract null and void.

9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
11. We enclose;
 - a. All documents as per the checklist
 - b. Bank guarantee for Rs_____ (Rupees_____ only) issued by _____ (name of the bank) valid until_____ towards Bid Security

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

Dated this.....day
of.....**2019**

Signature

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

Address

Telephone / Mobile No:

Witness – Signature

Name

Address

Occupation

Telephone / Mobile No:

APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	Five percent (5%) of the Total Contract Price (Assignment Fee).
ii	Date of commencement of work	From the date of issue of Letter of Award
lii	Time for completion from the date of issue of the Letter of Award	5 (Five) Months or till receipt of all statutory approvals & clearances required up to commencement of construction work whichever is later. Time period for key deliverables is given in Terms of Reference.
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Architectural Consultant	60 days

Signature (Authorized Signatory)

Date

Name

Place

Address

Form B- Format for Bid Security (BANK GUARANTEE)

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

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

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

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

1. We further agree as follows:

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

2. The conditions of this obligation are:

- a. if the Bidder withdraws his Bid during the period of Bid Validity, or
- b. if the Bidder does not accept the correction of his Bid Price as corrected by the Evaluation Committee
- c. if the Bidder having been notified of the acceptance of his Bid by HLL during the period of Bid Validity :

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- (i) fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price (Assignment Fee)
- (ii) fails or refuses to enter into a Contract within 15days of notification of the acceptance of his bid by HLL

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

Signature of the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Signature of

Authorized official of the Bank

Name of official Designation

Stamp/Seal

of the Bank

Form-C-Format for Performance Security (BANK GUARANTEE)

This deed of guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and HLL Lifecare Limited .(HLL) (hereinafter called “HLL” and the Client) of the other part.

WHEREAS HLL Lifecare Limited .(HLL), has awarded the Contract for providing -----
----- to_(hereinafter called the Architectural Consultant).
(Name of the Architectural Consultant)

AND WHEREAS the Architectural Consultant is bound by the said Contract to submit to HLL, a Performance Security for a total amount of Rs._).

1. Now we the undersigned _____(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____(Full name of Bank), hereby declare that the said Bank will guarantee HLL the full amount of Rs._as stated above.
2. On or before, the Architectural Consultant has signed the aforementioned Contract with HLL, the Bank is engaged to pay HLL, any amount up to and inclusive of the aforementioned full amount upon written order from HLL to indemnify HLL for any liability of damage resulting from any defects or shortcomings of the Architectural Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by HLL immediately on demand without delay without reference to the Architectural Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Architectural Consultant. The Bank shall pay to HLL any money so demanded notwithstanding any dispute/disputes raised by the Architectural Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period of sixty days beyond the successful completion of all contractual obligation of Architectural Consultant.
4. At any time during the period in which this guarantee is still valid, if HLL agrees to grant a time extension to the Architectural Consultant or if the Architectural Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by HLL and at the cost of the Architectural Consultant.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Architectural Consultant.

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6. The neglect or forbearance of HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions “HLL”, “the Bank” and “the Architectural Consultant” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) **2019**

being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature

Name

Address

.....

Witness 2

Signature

Name

Address

Form D

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

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

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

Dated thisDay of2019

..... (Executants)

(In case of consortium, to be executed by all the members of the Consortium Bidder)

Note:

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

Form F

FORM OF CONTRACT AGREEMENT

This agreement is made at New Delhi on the _____ day of _____ **2019** Between HLL Lifecare Limited, a company incorporated under the Companies Act, 1956 and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India (hereinafter called “HLL”) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the one part and _____(Name of the Architectural Consultant) (Address of the Architectural Consultant) of _____ (hereinafter called “the Architectural Consultant”) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

WHEREAS HLL is desirous that certain Services should be provided and certain works should be executed for Preparation of _____ and has accepted a Bid by the Architectural Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

a. Volume-I

- Notice Inviting Bid
- Instruction to Bidders
- Terms of Reference
- Evaluation Process and Criteria

b. Volume-II

- General Conditions of Contract (GCC)
- Integrity Pact

c. Technical & Financial Bid submitted by the Architectural Consultant.

d. Form of Bid with Appendix

e. Letter of Award (LOA)

f. Addendums/corrigendum issued, if any

2. In consideration of the payments to be made by HLL to the Architectural Consultant as hereinafter mentioned, the Architectural Consultant hereby covenants with HLL to execute and complete the Project by _____.

3. HLL hereby covenants to pay the Architectural Consultant in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price (Assignment Fee) of Rs. _____ being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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4. **Obligation of the Architectural Consultant:-** The Architectural Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Architectural Consultant shall keep HLL fully indemnified against liability of tax, interest, penalty etc. of the Architectural Consultant in respect thereof, which may arise.

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

For and on behalf of the Architectural Consultant
Signature of the authorized official
authorized official

For and on behalf of HLL
Signature of the

Name of the official

Name of the official

Stamp/Seal of the Architectural Consultant

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____Name

_____Name

on behalf of the Architectural Consultant in the presence of:

Witness _____

Name _____

Address _____

on behalf of HLL in the presence of:

Witness _____

Name _____

Address _____

Note:

To be made out by HLL at the time of finalization of the Form of Agreement.

** Blanks to be filled by HLL at the time of finalization of the Form of Agreement.

*** To be deleted if not applicable

Form-G

UNDERTAKING

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

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

Signature of Bidder(s)
With Stamp

SECTION 4

4. TERMS OF REFERENCE

4.1. Purpose of the Assignment

HLL intends to Appoint “Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram” as per detailed scope of work.

The Architectural Consultant shall be associated with HLL and shall be responsible for services as mentioned in the scope of work.

4.2. Available Information

4.2.1. Proposed Up-gradation & Development

The Architectural Consultants may note that Regional Institute of Paramedical & Nursing Sciences (RIPANS) is a functional and operational institute and is running five Degree Courses & Two Diploma Courses in the existing campus at Aizawl, Mizoram. The Govt. of India has decided for Up-gradation & development of RIPANS.

The RIPANS intends to start following seven (7) additional courses under the upgradation proposal:

- I. Post Graduate courses
 - a. M.Sc. Nursing
 - b. M. Pharm
 - c. M.Sc. MLT (Medical Laboratory Technology)
 - d. M.Sc. RIT (Radio Imaging Technology)
 - e. M.Sc. OOT (Optometry & Ophthalmic Technology)
- II. Under Graduate courses
 - a. Bachelor in Physiotherapy (BPT)
- III. P.G. Diploma Courses
 - a. PG Dip in Dietetics and Nutrition

Thus, when the RIPANS is upgraded, under the present phase, it shall have following number of Courses.

- i. Post Graduate courses: – 5 Nos.(Proposed)
- ii. Under Graduate courses: - 6 Nos.(5 Existing + 1 Proposed)
- iii. P.G. Diploma Courses: - 1 Nos. (Proposed)

In addition to 100 bedded Hospital is planned as a part of present phase of up-gradation & expansion programme.

4.2.2. Project Cost:

The total approved estimated cost of construction works (Building & Services) is approx. INR 230 Crores. This estimated cost includes cost of all works of Civil & Internal Services, External Development, PHE & Fire-fighting, Electricals, HVAC, Gas Manifold, IT System & Services, Communication Facilities, and Interiors, Fixed Furniture for Hospital Block, Institutional Block, Hostels & Guest House and Loose & Fixed Furniture for Auditorium Complex etc.

4.2.3. Preliminary Works, Concept Plans and Area Requirements:

The preliminary Site Surveys and Soil Investigations have been completed. The Concept Plans for the project has been prepared and approved by Client. As per the approved concept plans, the tentative area provided for the various buildings is as under:

Sl. No.	Building / Block	Nos. of floors	Area (in Sqm.)
A- Institutional Buildings			
1	Academic Block	7 =(3 Cellar +G+3)	8,540
2	Guest House	4= (G+3)	680
3	General Hostel Block	6 (3 Cellar +G+2)	5,095
4	Indoor Sports Complex Cum Auditorium	2 (B+G)	3,570
	Total		17,885
B- Hospital Buildings			
1	100 Bedded Hospital	6 =(3 Cellar +G+2)	9,380
2	Resident Doctor Quarters -2 blocks (22 Units)	7 =(3 Cellar +G+3)	3,860
3	Medical Superintendent Quarter	2 =(G+1)	150
4	Staff Quarters (18 Units)	4 =(1Cellar +G+2)	1,740
	Total		15,130
	Total Area (A+B)		33,015

The details of various facilities are indicated below:

Sl. No.	Facility	Detail in brief
1	Academic Block	The Academic Block shall have provision of following: <ul style="list-style-type: none"> Classrooms (18)

		<ul style="list-style-type: none"> • Laboratories (32) • Lecture Theatres (2) • Departmental Offices (6) • Faculty Rooms (4) • HOD Rooms (6), • Museum and • Library.
2	Main Hospital Building	100 bedded Hospital consisting of Blood Bank, Laboratory, Radio Diagnostics, OTG Complex, OBG Complex, Pediatrics Ward, OPD with waiting areas, NRHM complex, Endoscopy Physiotherapy, Telemedicine room, Wards & Private Rooms etc.
3	Indoor Sports Complex and Auditorium Complex	<p>Auditorium has been designed to accommodate 980 persons and, Indoor Sports Complex to accommodate Basketball Court, Volleyball court, gallery, Sport Coordinator's Room, changing and shower areas, Locker rooms and store etc.</p> <p>ii. The Indoor Sports Complex and Auditorium has been located in front of the Boys Hostel. While the Indoor Sports Complex is accessed from the same level as the Boys hostel, the Auditorium is accessed by an existing road. An already existing Basketball court in front of the boys' hostel is enclosed and included in the sports complex.</p>
4	General Hostel	Occupancy of 168:- The General Hostel has been designed as two wings with total 168 single rooms. The central space acts as a viewing point with its pavilion and terrace garden. The common area and activities are also placed in this central area. (Boys & Girls, 60: 40)
5	Guest House	Rooms – 10:- Guest house has 8 single rooms, 2 suites, kitchen, dining & store etc.
6	Residential –(As per MoUD Norms)	<p>Type-IV: 22 no of Type-IV quarters are planned in the complex in two separate blocks.</p> <p>Type-V (Medical Superintendent Quarter) -1 no</p> <p>Type-III: Staff/ Nurse Quarters :18 nos.</p>

4.3. Scope of work

- I. The bidders shall note that certain works in respect of this project have already been completed. These includes:
 - a. Site survey/topographical plan

- b. Soil investigation report
- c. Concept plans and elevations
- d. Detailed Project Report (DPR)

The competent authority has approved the project. The selected Firm is expected to render consultancy services on the basis of the above documents, which shall be made available to the selected Architectural Consultant. The consultant shall render services based on the above documents covering the scope of work indicated hereunder. Any or all services not specifically mentioned therein but required for the proper and successful completion of the project in accordance with standards shall be proposed by the Architectural Consultant considering the overall cost and time framework of the project.

- II. The drawings and documents shall be submitted by the Architectural Consultant in the format / template, scale, multiple copies and at the stage of project as necessary for the project and / or required by HLL / Statutory Authority.
- III. The nature of services to be provided by the Architectural Consultant will include detailed planning, designing of the proposed facility to develop it as a state of art facility for healthcare, research & teaching. Scope will inter alia include study of available Concept Plans and Elevations for all the various buildings, based on user's requirements for Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS). The designs and drawings should comply with GRIHA 3- Star Rating requirements as per latest Version.
- IV. The designing to be done in such a manner so that the construction/ execution and functioning/ operationalization of various buildings/ facilities along with required relevant infrastructure and services are achieved at a faster pace.
- V. The selected Architectural Consultant shall visit the site for thorough assessment of the site conditions and collection of details and data w.r.t all relevant applicable bye laws, norms for providing the required consultancy services.
- VI. Any other information available with HLL, which can help the Architectural Consultant during the Project, shall be shared by HLL with the Architectural Consultant at their discretion and at the request of the Architectural Consultant. -

4.3.1. Designs & Tender Document

- a. Interaction with Client/HLL, Assessment of client's requirements
- b. The site plan and the concept plans for various buildings shall be made available to the consultant. The consultant is expected to examine these plans keeping into consideration bye-laws to ensure their compliance. The consultants shall also examine these plans with functional analysis, workflow analysis and space programming, and also, design concept (Architectural & Structural), concept for all MEP & allied services including equipment, interiors and exteriors, finishes etc.. The changes, if any, shall be made with the approval of HLL.
- c. The scope of work in the RIPANS Institute Complex comprises the following:-

- i. Institute Complex
 - a. Academic Building Block
 - b. Guest House
 - c. General Hostel Block
 - d. Indoor Sports Complex and Auditorium
- ii. Hospital Complex
 - a. 100 Bedded Hospital
 - b. Resident Doctor's Quarters
 - c. Medical Superintendent Quarter
 - d. Staff / Nurse Quarters
- iii. Related ancillary buildings and integrated infrastructure
- iv. Interior design of various spaces including furniture for the Hospital, Academic Block, Guest House, Hostels, Auditorium and related ancillary buildings.
- v. Planning & design for Landscaping (inside & outside buildings), horticulture etc.
- vi. Review of Planning & design of ancillary and related medical support services such as OTs, ICUs, Laundry, CSSD, Gas Manifold, Medical Waste Handling, Treatment And Disposal, Medical Gases Supply And Distribution, Air, Oxygen, Nitrogen, Vacuum (exhaust), Mortuary, Solid waste management system etc. for individual buildings and entire campus.
- vii. The designs should conform to codes, standards, legislations and statutory norms and shall be prepared considering the latest green building technologies, GRIHA rating etc.
- viii. Determine the utility /load requirements for all MEP services such as Electrical & HVAC works along with Water calculation chart, equipment sizing etc.
- ix. Review of requirements of special services and equipment plan including space planning (Special services like - Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling, treatment and disposal, medical gases supply and distribution, air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management) and submit improvements / modifications, if any.
- x. Preparation & submit Design Basis Report (DBR) for the complete scope of work including all the required services, utilities, etc.

- x. Preparation of tender document and tender drawings, which shall include but not limited to, preparation & supply of required sets of tender drawings including finishing schedule, technical specifications etc. needed for tender purpose. The Tender drawings (hard copies & soft copy in AutoCAD format) shall consist of Site Plan, Landscape Plan, Parking & Pathways, Roads & Pavements, Concept Designs with relevant plans, elevations & sections, typical details for all buildings and other key elements, entrance(s), Signage details, landscape & horticulture details, blow-ups of critical areas/features etc. including Schematic/ single line diagrams, Floor Layouts, External Layouts including for all MEP Services as per requirements.
- xii. Preparation & submission of SLD and drawings for all the services for tender documentation
- xiii. Preparation of 3D view, model, computer walk through to substantiate the Site Plan & conceptual designs.
- xiv. Attending site meetings, coordination meetings and any other meetings as and when required till commencement of works.
- xv. Site visits including verification of layout for commencing of construction work of various buildings/ structures at site.
- xvi. Preparation of proposal for obtaining Environmental Clearance (EC) / Environment Impact Assessment (EIA) from statutory body.

4.3.2. Statutory Approvals & Fees

The Architectural Consultant shall ensure requisite compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls etc. Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services).

The Architectural Consultant shall prepare drawings/ documents ensuring compliance with codes, standards and legislation and obtain required statutory approvals w.r.t Site Plan & Concept Designs from Local Bodies/ Statutory authorities, as applicable for commencement of works which shall include but not limited to the following:

- Approval of Site Plan and Concept Designs / Building Plans
- Environmental Clearance
- Fire NOC
- NOC from Airport Authority
- Pollution Control Board, etc.
- Any other statutory approval as per local byelaws / norms

All required documents, reports and drawings etc. for obtaining these approvals shall be prepared and submitted by the Architectural Consultant. The architectural consultant shall pay the required fees/charges to the statutory authorities/ local bodies and the same shall be reimbursed by HLL on submission of documentary

proof and payment receipt from the relevant statutory authorities/ local bodies.

The Architectural Consultant shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities. The compliance to the statutory requirements shall be inherent to the design and solutions. For the obligations related to Client/HLL, the Architectural Consultant shall provide the required inputs and documents to HLL well in advance.

The Architectural Consultant shall assist in preparation of detailed drawings by the EPC contractor necessary for obtaining all required statutory approvals ensuring compliance with codes, standards and legislation, as applicable and also assist in obtaining statutory approvals thereof, as required.

4.3.3. General requirements:

- a. The complete campus will be designed as expandable & scalable, sustainable state of the art campus with modern functional, efficient, safe and economical buildings conforming to best international practices and as per local by-laws. All designs, drawings and other documents prepared by the Architectural Consultants shall conform prevailing relevant Indian Standards (for ex: National Building Code of India (NBC) for building design & NABH for hospital design, etc.) and statutory requirements. The present requirements are indicated herein, in subsequent Para.
- b. Generally the buildings shall take into account local Indian Architectural features. The complex will have major component buildings as described in this section
- c. Research and teaching are equally important part of the proposed facility.
- d. Provision shall be made for providing latest diagnostic equipment (For space planning within Hospital in particular)
- e. All proposed services shall have to be scalable and future ready
- f. Parking for Ambulances/emergency vehicles, Doctors and other staff, patients and visitors etc.

4.3.4. DELETED

4.3.5. Cost Estimates and specifications:

- i. Since the architectural consultant is required to review the plans and designs already prepared and the cost of estimates already prepared are to be updated, the architectural consultant shall prepare and submit preliminary cost estimates based on standard norms as per method prescribed by Central Public Works Department (CPWD), Govt. of India taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.
- ii. For Non-Schedule Items, the cost shall be estimated on the basis of Market Rates. Such rates shall be prepared by the Architectural Consultant and adopted for

- preparation of the Preliminary Cost Estimates (necessary supporting documents of relevant Market Rates with detailed analysis shall be submitted).
- iii. The proposed Technical specifications shall be provided for various facilities which shall also include the details of proposed materials along with their manufacturers /suppliers.
 - iv. Technical Specifications, Bill of Quantities, Tender Drawings etc. for Furniture items.
 - v. The Architectural Consultant shall assist HLL in bid evaluation by providing / supplying market rate analysis and quotations, whatever required for items of the work in prescribed manner as per direction of HLL.

4.4. Timelines

The Architectural Consultant shall deliver the following to the HLL:

Sl. No	Descriptions	Time from the date of Start of Work (Days/Months)
1	Finalization of Concept Designs & Drawings	15 Days from the date of start of work
2	Preparation & Finalization of Technical Specifications, Design Basis Report (DBR) and Tender Drawings	45 days from the date of start of work
3	Other deliverables as per Scope of work given in Vol-I	5 (Five) calendar months from the date of start of work or till receipt of all statutory approvals & clearances required up to commencement of construction work whichever is later.
Note: The above deliverables will overlap to conform to the phasing of the project as decided by HLL		

4.5. Terms of Payment

4.5.1. Assignment Fee :

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

Goods & Services Tax, if any, paid by the Architectural Consultant on the payment released to them under this Contract shall be reimbursed, at actual, on the submission of proof of payment by the Architectural Consultant.

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

4.5.2. Payments Terms

Payments shall be made as per Clause-8 of Volume-II of the BID document. All the stage payments shall be done after acceptance of deliverables.

4.5.3. Performance Security

- i. Successful Bidder shall furnish to HLL a security in the form of a performance bank guarantee for an amount of 5% [Five Percent] of the total Assignment Fee towards satisfactory performance of Architectural Consultant towards the Contract. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and shall be as per Form C provided in the BID document. The Performance Security shall be furnished within the time limit specified in Sub-clause 2.8.2, section 2, Volume-1.
- ii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- iii. The said performance security shall be refunded within 60 days after the successful completion of the deliverables covered in the scope of work.

4.6. Sub-contracting

The Architectural Consultant shall not subcontract whole of the work. The Architectural Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HLL.

4.7. Ownership of the Designs and Drawings

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to HLL/MoHFW/RIPANS and HLL /MoHFW/RIPANS shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HLL/MoHFW/ RIPANS during the terms of the copyright and the Architectural Consultant shall be required/obliged to execute any deeds/ documents, as may be required or considered necessary, by HLL/ MoHFW/RIPANS to give effect to and secure the abovementioned rights of HLL/ MoHFW/RIPANS in the Works. For the purpose of

RFP – Appointment of Architectural Consultant for RIPANS

this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design or documents prepared by the Architectural Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Architectural Consultant in connection with the Project.

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

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

Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl

Volume – II

General Conditions of Contract (GCC)

General Conditions of Contract

1. DEFINITIONS

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

- 1.1. **“Assignment”** means the work to be performed by the Architectural Consultant pursuant to the Contract.
- 1.2. **“Authorized Representative”** shall mean the representatives of "HLL" and/or Architectural Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3. **“Contract”** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client’s Requirements, Architectural Consultant’s Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4. **“Day”** means calendar day.
- 1.5. **“Architectural Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
- 1.6. **“Government”** means the Government of India.
- 1.7. **“MoHFW “** means Ministry of Health & Family Welfare, Govt. of India
- 1.8. **“RIPANS”** mean Regional Institute of Paramedical and Nursing Sciences (An Autonomous Institute under Ministry of Health & Family Welfare, Govt. of India) at Zemabark, Aizawl, Mizoram-796017
- 1.9. **“HLL”** shall mean HLL Lifecare Limited, a company incorporated under the Companies Act, 1956 and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India who has been appointed by RIPANS as Project Management Consultant for this project and who will supervise the work of Architectural Consultant for which this Bid has been invited
- 1.10. **“Parties”** means HLL and Architectural Consultant, each one individually referred to as Party.
- 1.11. **“NIT” or “Notice Inviting Tender”** (Section 1 of BID Document) means the Notice Inviting Tender issued by HLL which provides bidders with information needed to prepare their bids.
- 1.12. **“Bids”** means the Technical and Financial Proposal submitted by the Bidder with the Bid
- 1.13. **“Project Monitoring Committee”** means the Committee set up by HLL for the purpose of Monitoring of progress of the Project
- 1.14. **“Project”** shall mean Up-gradation and Development of Regional Institute of

Paramedical and Nursing Sciences (An Autonomous Institute under Ministry of Health & Family Welfare, Govt. of India) at Zemabark, Aizawl, Mizoram-796017 including but not limited to the Preparation and Development of Concept Designs and Statutory approvals for the proposed New Buildings / Blocks of RIPANS for which Architectural Consultant is to provide Services in accordance with and as per the terms and conditions of this Agreement.

- 1.15. **“BID Document”** means the Request for Proposal prepared by HLL for the Selection of Architectural Consultants.
- 1.16. **“Services”** shall mean the services to be provided by the Architectural Consultant as per the scope of work for the Project
- 1.17. **“Start of Work”** shall mean the date of commencement of works by the Architectural Consultant.
- 1.18. **“Terms of Reference” (TOR)** means the document included in the BID Document in volume I Section-4.

2. INTERPRETATION

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

3. SERVICES TO BE PERFORMED

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

4. DRAWINGS AND DOCUMENTS

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

The Architectural Consultant shall not use or allow anyone to use these drawings,

designs, documents and software without the prior written permission of HLL and any such act without the permission of HLL shall constitute violation of Intellectual Property Rights.

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

5. GUARANTEES AND LIABILITIES

5.1. General

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

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

5.2. Liability of the Architectural Consultant

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

5.3. Performance Security

- i. The Architectural Consultant shall submit an irrevocable Performance Security of 5% (Five percent) of the agreed contracted amount (Assignment Fee) in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 10 days of issue of letter of Award. This period can be further extended by HLL upto a maximum period of seven days on written request of the Architectural Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HLL. This Security shall be in the form of Deposit at Call receipt of any Schedule bank/Banker's Cheque of any schedule bank/ Demand Draft of any scheduled/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form-C annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Architectural Consultant to the Government as part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Architectural Consultant and the Architectural Consultant shall forthwith on demand furnish additional security to

the Government to make good the deficit.

- ii. The Performance Security shall be initially valid up to the stipulated date of Completion of all contractual obligations of the Architectural Consultant plus 60 days beyond this date. In case the time for this completion of gets enlarged, the Architectural Consultant shall get the validity of Performance Security extended to cover such enlarged time for completion. The performance Security shall be returned to the Architectural Consultant, without any interest on approval of completion drawings by the local bodies and completion of his all contractual obligation.
- iii. HLL shall not make a claim under the Performance Security except for amounts to which HLL is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the Architectural Consultant to extend the validity of the Performance Security as described herein above, in which event HLL may claim the full amount of the Performance Security.
 - b) Failure by the Architectural Consultant to pay HLL any amount due, either as agreed by the Architectural Consultant or determined under any of the Clauses/Conditions of the agreement, within 15 days of the service of this effect by HLL.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of HLL.

6. ABANDONMENT OF WORK

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

7. ASSIGNMENT FEES

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

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

HLL shall certify completion of each activity. Architectural Consultant shall submit his bill only after such certification by the HLL.

8. DELIVERABLES, TIME AND PAYMENT SCHEDULE:

A. Deliverables and Time Schedule

a. The Architectural Consultant shall deliver the following to the HLL:

i. Period of completion:

Preparation & Finalization of Technical Specifications, Design Basis Report (DBR) and Tender Drawings

Sl. No	Deliverables	Time from the date of Start of Work i.e. date of Letter of Award (LoA) (Days/Months)
1	Finalization of Concept Designs & Drawings	15 Days from the date of start of work
2	Preparation & Finalization of Technical Specifications, Design Basis Report (DBR) and Tender Drawings	45 days from the date of start of work
3	Other deliverables as per Scope of work given in Vol-I	5 (Five) calendar months from the date of start of work or till receipt of all statutory approvals & clearances required up to commencement of construction work whichever is later.
Note: The above deliverables will overlap to conform to the phasing of the project as decided by HLL		

b. The Architectural Consultant shall supply the finalized drawings including soft copy, in AutoCAD format, as per requirement, in the following stages:

- i. For discussion and submission of concept designs to client / HLL.
 - ii. After approval of concept designs from the client / HLL;
 - iii. After approval of site plan and concept designs from the statutory bodies;
 - iv. Tender stage: supply of required sets of drawings needed for tender purpose (hard copies & soft copy in AutoCAD format). The Tender drawings shall consist of Site Plan, Landscape Plan, Parking & Pathways, Roads & Pavements, Concept Designs etc. with relevant plans, elevations & sections for all buildings, Schematic/ single line diagrams, Floor Layouts, External Layouts of all MEP Services.
- c. The Architectural Consultant shall also submit the Design Basis Report (DBR) and cost estimates at appropriate stage.
- d. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the Architectural Consultant.

Note – All the stage payments as below shall be done after approval of deliverables by HLL.

B. Payment Terms:

Sl. No.	Key Deliverables	Stage Wise Payment	Cumulative Payment
1.	Finalization, Approval and submission of Concept Plans and Designs.	10%	10%
2.	Finalization & Approval of Cost Estimates.	10%	20%
3.	Finalization of Design Basis Report (including finishing Schedule) etc.	15%	35%
4.	Finalization of Tender Documents covering final Design Basis Report (including finishing Schedule), technical specification, tender drawings, special condition if any, and other details etc.	15%	50%
5.	Obtaining all statutory approvals required for commencement of construction work at site.	25%	75%
6.	On Commencement of construction work at site for various buildings/ structures on pro-rata basis	10%	85%
7.	Submission of 3-D Models	5%	90%
8.	Submission of Walkthrough	5%	95%
9.	On receipt of statutory approvals after completion of construction work at site & other contractual obligations. Note:- The payment against Sl. No 8 deliverable can be released against submission of equivalent amount of irrevocable amount Performance Bank Guarantee issued by Schedule Bank Valid up to completion of Construction Work plus sixty days.	5%	100%

Note:

- (i) The size and scale of all the deliverables, drawings, models to be prepared will

be as per the requirement of that particular item, best industry norm and/or as decided by HLL or as decided by a statutory body.

(ii) The time period includes the time required for giving approval by HLL to the deliverables for the respective activity.

C. Tax Liability

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

9. LIQUIDATED DAMAGES

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

10. EXTENSION OF TIME

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

11. VARIATION CLAUSE

The work shall be awarded on lump-sum basis. Total tentative area for the facilities required to be set up is as listed in Volume-I of the BID Document is 33,015 sqm. This area is indicative. A variation of $\pm 10\%$ on the Total Indicative area is permissible. In case the area is beyond the permissible variation then the Architectural Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the BID document are created and that they meet the required statutory and functional requirements.

Any variation to attain fitness for purpose within the scope of works shall be met by the Architectural Consultant without any extra cost. In case HLL asks for additional facilities to be created then payment for same will be made on pro-rata basis only for the area in excess of the allowable 10% variation over and above the total

indicative area.

HLL reserves the right to reduce the facilities required to be created and the fee will be adjusted downward on pro-rata basis.

12. INDEMNITY

- 12.1. Architectural Consultant, without prejudice to any other remedy in the Contract, shall hold harmless and indemnify HLL and its agents, against any claims or liability because of personal injury or death of any employee of Architectural Consultant and arising out of or in consequence of the performance of this Agreement.
- 12.2. HLL shall not be responsible for any loss or damage to property of any kind belonging to Architectural Consultant or its employees, servants or agents.
- 12.3. Architectural Consultant shall hold harmless and indemnify HLL against any claim or liability arising in respect of injury to or death of Architectural Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and
- 12.4. HLL undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Architectural Consultant, sub consultants and specialists associated with them for the Project.

13. INDEMNITY FOR CLAIM AGAINST PATENTS

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

14. CONFIDENTIALITY

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

15. FORCE MAJEURE

- 15.1. For the purposes of this Agreement, "Force Majeure" means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 15.2. Any delay in or failure of performance by a Party shall not constitute default

hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.

15.3. The Architectural Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.

15.4. Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

15.5. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

16. STATUTORY REQUIREMENTS

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

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

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

18. CONTRACT PERIOD

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

19. CONFLICT OF INTEREST

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

20. PUBLICATION

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

21. SUSPENSION & TERMINATION

21.1. Suspension

HLL shall have right to suspend partly or as a whole at any time the performance of

Services under this agreement, in such event, HLL shall pay to Architectural Consultant any such amount that may be determined by HLL and such determination shall be binding on the Architectural Consultant.

21.2. Termination

21.2.1. Termination on account of Force Majeure

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

21.2.2. Termination on account of insolvency

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

21.2.3. Termination for unsatisfactory performance

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

21.2.4. Time is the essence of the Contract

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

21.2.5. Consequences of termination

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

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

22. ASSIGNABILITY

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

23. DISPUTE RESOLUTION

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

- (i) If the Architectural Consultant considers any work demanded of him to be outside the requirements of the contract or disputes on any drawings, record or decision given in writing by HLL on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request AVP (ID), HLL in writing for written instruction or decision. There upon, the AVP (ID), HLL shall give his written instructions or decision within a period of one month from the receipt of the Architectural Consultant's letter. If the AVP (ID), HLL fails to give his instructions or decision in writing within the aforesaid period or if the Architectural Consultant(s) is dissatisfied with the instructions or decision of the AVP (ID), HLL, the Architectural Consultant may, within 15 days of the receipt of decision, appeal to the VP (ID), HLL who shall offer an opportunity to the Architectural Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The VP (ID), HLL shall give his decision within 30 days of receipt of Architectural Consultant's appeal. If the Architectural Consultant is dissatisfied with this decision, the Architectural Consultant shall within a period of 30 days from receipt of this decision, give notice to the **Director, HLL** for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
- ii) Except where the decision has become final, binding and conclusive in terms of sub-Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, HLL within 30 days from the receipt of request from the Architectural Consultant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall

give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, HLL of the appeal. It is also a term of this contract that no person other than a person appointed by such Director, HLL as aforesaid should act as arbitrator. It is also a term of the contract that if the Architectural Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from HLL that the final bill is ready for payment, the claim of the Architectural Consultant shall be deemed to have been waived and absolutely barred and HLL shall be discharged and released of all liabilities under the contract and in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

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

24. JURISDICTION & APPLICABLE LAW

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

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

25. NOTICES

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Architectural Consultant on HLL with reference to the Agreement shall be deemed to have been sufficiently served upon HLL (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorised Representative of HLL as defined in the Conditions of Agreement.
- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to HLL, any notice, order or other communication sought to be served by HLL on the Architectural Consultant with reference to the Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorised Representative of Architectural Consultant as defined in the Conditions of Agreement.
- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

26. INDEPENDENT AUDIT

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

27. LANGUAGES & LAW

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

28. ASSIGNMENT & SUB-CONTRACTS

28.1. The Architectural Consultant shall not, without the written consent, of HLL assign/sub-contract the complete/part work to any other consultant/agency .

28.2. The Architectural Consultant shall not without the written consent of HLL initiate or terminate any sub-contract for performance of all or part of the Services.

29. STANDARDS OF ETHICS

HLL desires that the Architectural Consultants shall observe the highest standard of ethics during the execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
 - “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation or omission of facts in order to

influence a selection process or the execution of a contract,

“Collusive practice” means a scheme or arrangement between two or more Architectural Consultants, with or without the knowledge of HLL, designed to establish prices at artificial noncompetitive levels.

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

(b) It is further provided that :-

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

30. ARCHITECTURAL CONSULTANT’S ACTION REQUIRING HLL’S PRIOR APPROVAL.

Architectural Consultant shall obtain HLL’s prior approval before taking any actions wherever required.

31. ARCHITECTURAL CONSULTANTS’ PERSONNEL

31.1. Removal and/or Replacement of Personnel

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

32. NUMBER OF DOCUMENTS & COPY RIGHT

32.1. All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the

requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. The Architectural Consultant shall supply required sets of each of drawing to HLL in hard, dwg & PDF Format. Drawings shall be prepared on AutoCAD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of HLL/MoHFW.

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

33. GENERAL

- 33.1. The Architectural Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 33.2. HLL will have the liberty to supervise and inspect the work of Architectural Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 33.3. All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices and NABH for hospital design, etc.
- 33.4. The Architectural Consultant shall render full assistance, guidance and advise in general to HLL on any matter concerning the technical aspects of the project.
- 33.5. The Architectural Consultant shall promptly notify HLL of any change in the Constitution of his firm. It shall be open to HLL to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to HLL. But until its termination by HLL as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 33.6. The Architectural Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Architectural Consultant and give related advice regarding the project.
- 33.7. The professional fees of the Architectural Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in clause 3.4.1 of the

BID document.

- 33.8. Architectural Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 33.9. The Architectural Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 33.10. Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 33.11. The Architectural Consultant shall inform HLL about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtains prior written approval of HLL for such engagement. However, the Architectural Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 33.12. The Architectural Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 33.13. It shall be responsibility of the Architectural Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 33.14. The Architectural Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 33.15. The drawings, design, related details, and specifications prepared and acquired by the Architectural Consultant for the work entrusted to him under this agreement shall become the property of HLL. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project without the prior permission of HLL.
- 33.16. The Architectural Consultant shall not assign, sub-let, transfer any obligation or right of the Architectural Consultant under this agreement without the written consent of HLL.
- 33.17. Without prejudice to any other remedy available in the Contract, the Architectural Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HLL in defending themselves against such claims.

INTEGRITY PACT

To,

Associate Vice President (ID),
HLL Lifecare Limited (HLL),
B-14A, Sector-62,
Noida (U.P.)
Pin Code– 201 307

Sub: Tender No. for the work of

Dear Sir,

It is here by declared that the CLIENT/HLL are committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CLIENT/HLL.

Yours faithfully

Engineer-in-Charge

INTEGRITY PACT

To,

Associate Vice President (ID),
HLL Lifecare Limited (HLL),
B-14A, Sector-62,
Noida (U.P.)
Pin Code– 201 307

Sub: Submission of Tender for (Tender No.)

Dear Sir,

I/We acknowledge that the CLIENT/HLL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the CLIENT/HLL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Clause 12 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the CLIENT/HLL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Limited, a company incorporated under the Companies Act, 1956 and having its registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Party.

And

M/s _____ with office atrepresented by (hereinafter called the “Bidder/Seller”/Contractor/Consultant which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and Bidder referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all Bidders with equity and reason, and will provide to all Bidders the same information and will not provide

- any such information or additional information, which is confidential in any manner, to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
 - 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
 - 1.5 If the Bidder reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS/CONSULTANTS

2. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The Bidder will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HLL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HLL.
 - 2.3 The Bidder will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder (s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
 - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
 - 2.7 The Bidder (s) will not make any false or misleading allegations against HLL or its Associates.

- 2.8 Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The Bidder further confirms and declares to HLL that the Bidder is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The Bidder while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.15 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The Bidder will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of

Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The Bidder declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If Bidder before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the Bidder from the tender process.

Clause.4. Equal treatment of all Bidders/ Contractors / Consultants/Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- ii. If Bidder commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- v. To recover all sums already paid by HLL, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank

of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the Bidder, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - viii. To debar the Bidder from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by Bidder (s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the Bidder, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product /systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the Bidder to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the Bidder to HLL, if the contract has already been concluded.

Clause.7. Independent External Monitor(s)

7.1 HLL has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora, Independent External Monitor (IEM)

Office: HLL Lifecare Limited

B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park
New Delhi – 110019, Tel: 011 26273406

Mobile: +91 8130588577

Email: iem@hllhites.com

- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the Director, HLL.
- 7.6 The Bidder (S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the Bidder. The Bidder will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the Bidder. The IEM(s) shall be under contractual obligation to treat the information and documents of the Bidder/ Subcontractor(s) with confidentiality.
- 7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the Director of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/Bidder.

Clause.8.Criminal charges against violating Bidder(s)/ Contractor(s)/ Consultant(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor, Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer, HLL.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty/ Defect Liability Period, whichever is later, and for all other Bidders /unsuccessful bidders 6 months after the contract has been awarded.

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

Clause.13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Limited .**Bidder**_____
Witness

1.....

2.....

Witness

1.....

2.....

Up-gradation and Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram

BID Document: Volume – III

- Financial Bid

FINANCIAL BID SUBMISSION FORM

FROM:

TO:

Associate Vice President (ID)
HLL Lifecare Limited (HLL)
B-14A, Sector-62
Noida (U.P.), INDIA
Pin Code-201307

Subject: “Appointment of Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical and Nursing Sciences, Aizawl, Mizoram.”

We, the undersigned, offer to “Appointment of Architectural Consultant for Up-gradation and Development of Regional Institute of Paramedical and Nursing Sciences, Aizawl, Mizoram.” in accordance with your Request for Proposal. Our Financial Bid is as below -

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

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

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

Signature _____
(Authorized Signatory)

Full Name _____

Designation _____

Address _____