

**POST GRADUATE INSTITUTE OF MEDICAL  
EDUCATION & RESEARCH, CHANDIGARH**



***REQUEST FOR PROPOSAL***

***FOR***

**Comprehensive Consultancy for  
obtaining Environmental Clearance and  
Consent to Operate for upcoming  
projects in PGIMER, Chandigarh.**

**DEPARTMENT OF HOSPITAL ENGINEERING &  
PLANNING**

**(CONSTRUCTION DIVISION)**

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**POSTGRADUATE INSTITUTE OF MEDICAL EDUCATION & RESEARCH,  
CHANDIGARH INVITATION OF REQUEST FOR PROPOSAL  
(RFP) FOR ENGAGING CONSULTANT**

Hospital Engineer (Construction), PGIMER, Chandigarh on behalf of the Director PGIMER Chandigarh invites online **Request for Proposals** in two bid system (Technical Bid & Financial Bid) from the practising reputed and experienced Consultants enlisted with NABET/Quality Council of India (QCI) who are well conversant and have successfully completed the eligible assignments.

**RFP No.:** PGI/Engg./Const./2026/265

**Name of Work:** "Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh". **Estimated Project Cost:** Rs 282.86 crore, **EMD:** Rs.24,000/- **Period of Completion:** 8 Months, **Date and time of Pre Proposal Conference:** 24.04.2026 at 3.00PM, **Last date & time of submission of bid:** 08.05.2026 upto 3.00PM, **Last date & time for submission of Original Bid Security:** 11.05.2026 upto 11.30 AM i.e. physically before opening of eligibility bid.

**Date and time of opening of Technical bid:** 11.05.2026 at 3.30PM.

**Date and time of opening of Financial bid:** To be declared later on.

In case, date for opening of Technical/ financial bid is declared/happens to be public holiday, the Technical/ Financial bid will be opened on the next working day.

The Original EMD or EMD exemption certificate for MSE/MSME as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Construction) as per above schedule failing which the bid shall be treated as invalid.

The scope of the work shall include obtaining Environmental Clearance in respect of campus considering already approved projects (by SEC/SFC) viz Central Workshop, New Multi Level Parking, Extension of Eye & DDTC, Additional floor in Dental Block, Type-3 & 5 houses, and 120 Nos hostel rooms in NINE.

Bidders may download the document from website: [www.eprocure.gov.in](http://www.eprocure.gov.in) and official website of the PGIMER [www.pgimer.edu.in](http://www.pgimer.edu.in).

PGIMER reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective Bidders are also advised to regularly scan through PGIMER above website as Corrigendum/amendments etc., if any, will be notified on these websites only and no separate advertisement will be made for this. **The bidders are requested to get their firm registered on the website [www.eprocure.gov.in](http://www.eprocure.gov.in), for participating in e-tendering process. (Helpdesk no. for registration- 0120-4001 002.)**

Hospital Engineer (Construction)  
PGIMER, Chandigarh  
Tele: +9101722755861

## **DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

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

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

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

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

No reimbursement of cost of any type on any account will be paid to Bidders submitting their Bid.

**INVITATION FOR PROPOSAL**

**TECHNICAL**

## INTRODUCTION

### 1.1 Background

1.1.1 The Director, Post Graduate Institute of Medical Education and Research (PGIMER), Chandigarh (the "**Authority**") intends to **obtain Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh**". Various projects viz Advanced Neurosciences Centre, Advanced Mother & Child Centre, Critical Care Block, Multi Level Parking etc. are being constructed in the PGIMER. Few ongoing projects have already obtained Environmental clearance. As per EIA Notification 2006, Building & Construction project having built up area more than 20,000 sqm require Environmental Clearance. And as per section 21 of Air Act 1981 and section 25/26 of Water Act 1974, it is obligatory to obtain prior Consent to Establish from CPCC before starting the construction. Since the total built up area of PGIMER, Chandigarh has already exceeded 1,50,000 square metres and total area of addition of any building coming up in the premises which is not considered a stand alone will be added to the total built up area of campus. It is required to obtain Environmental Clearance in respect of campus considering already approved projects (by SEC/SFC) viz Central Workshop, New Multi Level Parking, Extension of Eye & DDTC, Additional floor in Dental Block, Type-3 & 5 houses, and 120 Nos hostel rooms in NINE.

Therefore, the Authority has decided to invite proposals from practicing reputed and experienced Consultants enlisted with NABET/Quality Council of India (QCI) who are well conversant and have successfully completed the eligible assignments. The indicative cost of the Project is Rs 282.86 crore.

1.1.2 With a view to inviting bids for the Project, the Authority has decided to appoint a consultant for **Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh**" If found technically feasible and financially viable, the Project may be awarded to a private entity (the "**contractor**") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between the Authority and the Contractor.

1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant for who can provide feasible solutions to obtain environmental clearance and subsequently obtain Consent to Establish for the upcoming projects in the Institute. The Technical Consultant shall prepare the documents in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

## 1.2 Request for Proposal

The Authority invites online Proposals (the "**Proposals**") for selection of a Technical Consultant (the "**Consultant**") in two bid system (Technical bid & Financial bid) who shall provide roadmap along with an preparation and submission of documents for the work of "**Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh**".

The services shall be in conformity with the TOR (collectively the "**Consultancy**"). The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

### 1.2.1 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.5

### 1.2.2 Download RFP Document

The RFP document consisting of terms & conditions, scope of work, financial bid and other necessary documents can be seen and downloaded from website, [www.eprocure.gov.in](http://www.eprocure.gov.in) and official website of the PGIMER [www.pgimer.edu.in](http://www.pgimer.edu.in).

### 1.2.3 Time Schedule

Following schedule shall be followed:

1. Last date for receiving queries/clarifications	24.04.2026 upto 2.00PM
2. Pre-Proposal Conference	24.04.2026 AT 3.00PM
3. Authority response to queries	30.04.2026
4. Proposal Due Date or PDD	11.05.2026 Upto 11.30AM
5. Opening of financial bid	To be intimated
6. Signing of Agreement	Within 15 days of LOA
7. Validity of Bid	90 days from last date of Submission of bid.

1.2.4 The Intending bidder is eligible to submit the bid provided he fulfills the eligibility criteria mentioned at page 10 & 11 and eligibility shall be decided on the basis of documents uploaded by the bidders.

1.2.5 The bid document consisting of terms & conditions, scope of work, financial bid and other necessary documents may be seen on website [www.eprocure.gov.in](http://www.eprocure.gov.in) and official website of the PGIMER [www.pgimer.edu.in](http://www.pgimer.edu.in).

1.2.6 After submission of the bid the Bidder may re-submit revised bid any number of times but before last date and time of submission of bid as notified.

1.2.7 The Original EMD or EMD exemption certificate for MSE/MSME as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Construction) as per above schedule failing which the bid shall be treated as invalid.

- (i) Bid Security in the form of Demand Draft or Pay order or Banker's Cheque or Institute of Medical Education and Research, Chandigarh) shall be scanned and uploaded on the e-Tendering website.

**The original EMD as scanned & uploaded shall be deposited physically by all the intending bidders in the office of H.E. (Construction) upto 11.30 AM on 11.05.2026 failing which the bid shall be treated as invalid.**

- (ii) Online bid documents including scanned copy of EMD submitted by intending bidders shall be opened only of those bidders, who has deposited Bid Security in physical form and found in order.

- (iii) Validity of the Proposal

The Proposal shall be valid for a period of 90 days from the last date of submission of bid.

1.2.8 The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including PAN No. & GST registration) as stipulated in the bid document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies submitted physically by the lowest bidder in the office of bid opening authority.
- (iv) The intending bidder does not deposit physical copy of EMD/EMD exemption certificate (as scanned & uploaded) upto 11.30AM on 11.05.2026.
- (v) If a firm quotes nil rates against item in the financial bid.

1.2.9 The firm, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered within 15 days from the date of issue of Letter of Intent. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) with

the prescribed form (**Annexure-4**).

The Performance Guarantee shall be valid initially for Two Years. After completion of project , the performance guarantee shall be returned to the agency, without any interest.

1.2.10 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

1.2.11 This Request for Proposal shall form a part of the contract document. On acceptance of bid by the Accepting Authority, the successful bidder shall sign the contract within 15 days of award of work consisting of:

a) The Request for Proposal, all the bid documents etc. thereof together with any correspondence leading thereto.

b) Integrity Pact

1.2.12 All the payments to the agency shall be deposited in their bank account through RTGS and the agency shall submit the detail of his bank account & IFSC code after award of work.

1.2.13 All the disputes concerning this proposal are subject to Chandigarh Court Jurisdiction only

### **1.3 Brief description of the Selection Process**

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids. In the first stage, eligibility cum technical evaluation will be carried out as specified in Clause 3.1. Based on this evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. The date of opening of Financial bid shall be intimated later. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3.

Bidders shall be deemed to have understood and agreed to the terms & conditions of RFP. All payments to the Consultant shall be made in INR.

1.4 Pre Proposal visit to the site and Inspection of data

Prospective bidders are advised to visit the Site and review the available data at any time prior to last date of submission of Bid.

### **1.5 Pre-Proposal Conference**

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

Venue: Office of Hospital Engineer (Construction)

Date: 24.04.2026

Time: 15.00 hrs

## **1.6 Correspondence**

1.6.1 All correspondence including the submission of Proposal should be addressed to:

Hospital Engineer (Construction)  
Phone:0172-2755861  
Email: heconstpgi@gmail.com

1.6.2 The **Official Website** of the Authority is: <http://www.pgimer.edu.in>

## INSTRUCTIONS TO BIDDERS

### A. GENERAL

- 2.1 The bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.1 The Consultant along with his team shall visit the project site as and when required as per the scope of work to conduct tests and collect data.

### 2.2 Conditions of Eligibility of Bidders

- 2.2.1 The Bidder shall fulfil the following conditions:

- A. **Technical Capacity:** The Bidder should have completed *at least 3 (three) similar Consultancy assignments during the last 5 (five) years ending last day of month previous to the one in which tender are invited.*

***Similar Assignment shall mean "Consultancy for getting Environmental Clearance of Building & Large Construction Projects from Statutory/Govt. Bodies/Concerned Authorities."***

- 2.2.2 The Consultant shall give self-undertaking of required kind of Environmental Consultancy works he has executed in multi-storeyed buildings/projects along with the amount of work executed verified by the client/architect for whom he has executed the said consultancy work.
- B. **Financial Capacity:** The Bidders shall have received an average turnover of Rs.12.00 Lakhs (Rupees Twelve Lakh) from professional fees during any 3 (three) financial years out of last 5 (five) years preceding the last date of submission of Bid. For the avoidance of doubt, professional fees refer to fees received by the Bidder for providing advisory or consultancy services to its clients.
- C. The Bidder should have not incurred any loss in more than two years during the last five years ending 31st March, 2025. A profit and loss statement must be included.
- D. **Key Personnel:** The Bidder shall offer and make available Key Personnel meeting the requirements specified as below. The Key Personnel should have completed the similar assignments which shall mean "**Environmental Clearance of Building & Large Construction Projects from Statutory/Govt. Bodies/Concerned Authorities.**" Following Key personnel should be available: -

<b>Key personnel</b>	<b>Qualification</b>	<b>Length of Professional Experience</b>	<b>Experience</b>
Team leader	Registered environmental consultant	7 years	He should have led supervised and coordinated for 3 Similar assignments.

- 2.2.3 The Bidder shall upload with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
- 2.2.4 The Bidder should upload a Power of Attorney as per the format at Form-3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 The Bidder should have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority against the Bidder, nor been expelled from any project or agreement, nor have had any agreement terminated for breach by such Bidder.
- 2.2.7 While uploading a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1 The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including

consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) a constituent of such Bidder is also a constituent of another Bidder; or
  - (b) such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
  - (c) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - (d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
  - (e) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (f) A firm which has been engaged by the Authority to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project will be disqualified from subsequently providing goods or works or services related to the same project; or
- 2.3.4 The Bidder eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments

granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

#### **2.4 Number of Proposals**

No Bidder shall upload more than one Application for the Consultancy.

#### **2.5 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **2.6 Site visit and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the Project sites and ascertaining for themselves the site conditions, location, patient load, population density, positions of shafts, access to the site, availability of architectural drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. An undertaking for the same shall be given in the format provided.

#### **2.7 Right to reject any or all Proposals**

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

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (c) Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder.

### **B. DOCUMENTS**

#### **2.8 Contents of the RFP**

2.8.1 This RFP comprises the Disclaimer set forth herein above, the contents as

listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.9.3:

## **1. Request for Proposal**

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

## **2. Schedules**

1. **Terms of Reference**
2. **Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Approved Sub-Consultant(s)

Annex-3: Payment Schedule

Annex-4: Bank Guarantee for Performance Security

3. **Guidance Note on Conflict of Interest**

### **Appendices**

#### **Appendix-I: Technical Proposal**

Form 1 : Letter of Proposal

Form 2 : Particulars of the Bidder

Form 3 : Power of Attorney

Form 4 : Financial Capacity of Bidder

Form 5 : Particulars of Key Personnel

Form 6 : Abstract of Eligible Assignments of Bidder

Form 7 : Abstract of Similar Assignments of Key Personnel

Form 8 : CV of Key Personnel

#### **Appendix-II: Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal

## **2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Time Schedule of Selection Process at Clause 1.2.3.

- 2.9.2 Clarifications will be entertained at the time of pre proposal conference. No clarifications thereafter will be entertained.
- 2.9.3 Post pre bid date, amendments, if any, will also be posted on the PGIMER website [www.pgimer.edu.in](http://www.pgimer.edu.in) and CPP Portal <http://www.eprocure.gov.in> along with the revised RFP containing the amendments and will be binding on all Bidders.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.10 Language**

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

### **2.11 Format of Proposal**

- 2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.11.2 Bidders should note the Proposal Due Date, as specified in Clause 1.5, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.15.1. Unsolicited material submitted, if any, will be summarily rejected. For the avoidance of doubt, the Authority may seek clarifications from prospective bidders under and in accordance with the provisions of Clause 2.22.

### **2.12 Technical Proposal**

- 2.12.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- (a) The Bid Security is provided in physical mode before opening of the eligibility bid.
  - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;

- (d) Copy of GST Registration Number is uploaded.
- (e) CVs of Professional Personnel have been included as per the format in the form 8 of Appendix 1;
- (f) Key Personnel have been proposed as per the Conditions of Eligibility laid down at Clause 2.2.1 (E) of the RFP;
- (g) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (h) the CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected;
- (i) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (j) Professional Personnel proposed have good working knowledge of English language;
- (k) Key Personnel would be available for the period indicated in the TOR;
- (l) No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 2.20.3.
- (m) The past experience in similar nature of work should be supported by Certificates issued by an officer not below the rank of Executive Engineer. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates (Form 16A). Value of work will be considered equivalent to the amount of TDS Certificates (Form 16A).

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

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

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

2.12.6 The proposed team shall consist of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") enabling the Consultant to complete the Consultancy within the specified time schedule.

2.12.7 The Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise in addition to the Team Leader. Credentials of such firms should be submitted in Form-9 of Appendix-I. A Sub-Consultant,

however, shall not be a substitute for any Key Personnel.

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

In such an event, the Authority shall forfeit the EMD/PBG.

### **2.13 Financial Proposal**

- 2.13.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (in Form-2 of Appendix-II) in Indian Rupees.
- 2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - ii) The Financial Proposal shall take into account all expenses and tax liabilities. GST should be quoted extra as applicable and shall be paid as per govt. rules / regulations / instructions by PGIMER on production of relevant documentation by consultant of having paid to the concerned authorities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

## **2.14 Submission of Proposal**

- 2.14.1 The Bidders shall upload the Proposal on or before the due date.
- 2.14.2 The rates quoted shall remain firm throughout the period of performance of the work and till the certification of completion, as per Agreement.
- 2.14.3 No Joint Venture and Consortium is allowed

## **2.15 Proposal Due Date**

- 2.15.1 Proposal should be submitted online before ..... hrs on the Date specified in the notice in the manner and form as detailed in this RFP.
- 2.15.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.3 uniformly for all Bidders.

## **2.16 Late Proposals**

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

## **2.17 No Modification/ substitution/ withdrawal of Proposals**

- 2.17.1 The Bidder shall not be allowed to modify, substitute, or withdraw the submitted Proposal after the due date.

## **2.18 Bid Security**

- 2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 24000.00 (Rupees Twenty four thousand only). Bid Security in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Postgraduate Institute of Medical Education and Research, Chandigarh) payable at Chandigarh. The bid security of unsuccessful Bidders shall be returned within 30 days. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement after furnishing the performance guarantee. The integrity pact shall also be signed at the time of Agreement as given in Annexure-5.
- 2.18.2 Scanned copy of Bid security/MSE/MSME certificate should be uploaded.
- 2.18.3 The Authority shall not pay any interest on the Bid Security and the same shall be interest free.

2.18.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during discussions as required vide Clause 2.23;
- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.26 and 2.27 respectively; or
- f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

#### **D. Pre-Proposal Conference**

2.19.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place.

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

#### **E. EVALUATION PROCESS**

##### **2.20 Evaluation of Proposals**

2.20.1 The Authority shall open the Technical Bid at ..... hours on the Proposal Due Date. The "Financial Proposal" shall be opened at a later date which shall be intimated to the Bidders who qualify based on technical evaluation.

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

- a) the Technical Proposal is received in the form specified at Appendix-I;

- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;
- c) it is accompanied by the Bid Security as specified in Clause 2.18.1.
- d) it is accompanied by the Power of Attorney, wherever applicable, as specified in Clause 2.2.4;
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and

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

2.20.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.3 and the criteria set out in Section 3 of this RFP.

2.20.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. The date of opening of Financial Proposals will be intimated later. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the selection process.

2.20.7 Bidders are advised that selection will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, but shall be binding on the Bidder if the consultancy is subsequently awarded to it.

## **2.21 Confidentiality**

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

## **2.22 Clarifications**

- 2.22.1 To facilitate evaluation of Proposals, the Authority, at its sole discretion, may seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **F. APPOINTMENT OF CONSULTANT**

### **2.23 Discussions**

The Selected Bidder may, if necessary, be invited for discussions. The discussions shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed.

### **2.24 Substitution of Key Personnel**

- 2.24.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.24.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. As a condition to such substitution, following amount specified for the original Key Personnel shall be deducted on the basis of 30 man days from the payments due to the Consultant.  
Team leader- Rs.40,000/-.

In the case of a second substitution here under, such deduction shall be double the amount mentioned. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.

### **2.25 Award of Consultancy**

After selection, Letter of Intent (the "LOI") shall be issued. After submission of bid security (PG), i.e. Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall sign the agreement within 15 (Fifteen) days of the receipt of the LOA.

## 2.26 Execution of Agreement

The Selected Bidder shall execute the Agreement within 15 days of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

## 2.27 Commencement of Assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.26 or commence the assignment as specified herein. The Bid Security of the Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

## 2.28 Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information provided by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## 3. CRITERIA FOR EVALUATION

3.1.1 Only those Bidders who meet the eligibility criteria defined in Clause 2.2.1 would qualify for further evaluation. The Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.

**3.1.2 Only those Bidders whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration.**

3.1.3 Each Key Personnel must score minimum of 50% marks.

3.1.4 The scoring criteria for evaluation shall be as follows.

S. No.	Description	Max. marks	Criteria	Score
1	Past experience of the firm as consultant for obtaining environmental clearance and Consent to establish of similar nature as defined in condition 2.2.1			
a)	Number of years of experience	20	(i) 4 years (ii) 7 years	10 marks 20 marks

			(iii) In between on pro-rata basis.	
b)	Past experience of projects of similar nature as defined in condition 2.2.1	30	i) 50% marks for the minimum number of eligible assignments and ii) 100% marks for twice the number of minimum similar assignments iii) In between on pro-rata basis.	15 marks  30 marks
2	Experience of Key Personnel			
(a)	Team Leader	30	He should have led supervised and coordinated for 03 similar assignments.	
			50% marks for minimum number of assignments and 100% marks for twice the number of assignments.  In between on pro-rata basis.	
3	Financial strength of the Consultant			
a)	Audited turnover figure for any three years out of last 5 years (from consultancy services)	10	(i) 50% marks for Rs. 12 lakh (ii) 100% marks for Rs.24 lakh (iii) In between on pro-rata basis.	05 marks  10 marks
b)	Net profit	10	(i) Earns profit during last 3 years (ii) Earns profit during last 4 years (iii) Earns profit for 5 or more years	04 marks  07 marks  10 marks
	<b>TOTAL</b>	<b>100</b>		

\* For past experience of similar projects in 300 bedded Hospital, 05 marks extra will be given to that bidder.

### **3.2 Short-listing of Bidders**

Of the Bidders ranked as aforesaid, if the number of such pre-qualified Bidders is less than two, the Authority on its sole discretion, may qualify the Bidder(s) whose technical score is less than 70 points but have scored 50% or more in each component of the matrix defined in clause 3.1.4.

### **3.3 Evaluation of Financial Proposal**

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF)

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal of Appendix-II will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

(F = amount of Financial Proposal)

### **3.4 Combined and final evaluation**

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are weights assigned to technical Proposal and Financial Proposal as under:

TW = 70% and FW = 30%.

3.4.2 The Selected Bidder shall be the first ranked Bidder having the highest combined score.

## **4. FRAUD AND CORRUPT PRACTICES**

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or

indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

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

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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

## **5. MISCELLANEOUS**

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

## **SCHEDULES**

### **SCHEDULE-1**

*(See Clause 1.1.3)*

## **“Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh”**

TERMS OF REFERENCE (TOR)

FOR TECHNICAL CONSULTANT

## Terms of Reference (TOR)

### 1. INTRODUCTION

The Authority seeks the services of qualified firms for providing "Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh". PGIMER is considered an island of excellence in the field of medical care and medical education, started functioning in 1962 with broad objectives to train postgraduate students of medical services, conduct high quality research relevant to the local and national needs and provide patient care of the highest quality.

### 2. OBJECTIVE

The objective of this Consultancy (**the "Objective"**) is to obtain environmental clearance for the already approved projects of PGIMER so that the construction can commence. The present study shall cover the impacts on water quality, noise, air quality, flora, fauna, waste disposal etc. The study will cover collection of baseline data, prediction of impacts due to various activities and formulation of Environmental Management Plan (EMP) for amelioration of adverse impacts.

### 3. STUDY AREA

The study area for the EIA shall be the area within 10 Km (Min.) radius of the proposed project site at the centre.

### 4. DATA COLLECTION

The description of environmental setting or baseline environmental status is an integral part of process. As a part of the study the data on various aspects shall be collected which are required to obtain environmental Clearance from SEIAA/Ministry of Environment & Forests.

The various parameters for which data shall be collected are classified as below:-

- *Ecological aspects*
- *Physico-chemical parameters*
- *Socio-economic aspects*
- *Any other data required for obtaining environment clearance as per guidelines of Ministry of Environment & Forests.*
- *Traffic study of Surrounding area and impact on environment and getting the information of upcoming transport plan which includes expansion/widening of National Highway etc.*
- *Expert Impact on landscape/horticulture scheme.*
- *Experts from all areas like Traffic/ Landscape/ Environmental etc. shall be made available for attending various meetings.*
- *Study/ monitoring of air, noise and water quality in line using Study/ Report Conducted by pollution Control Board Authority.*

## **5. Ecological Aspects Forests**

An assessment of the study area shall be made and information on the following aspects will be collected:

- Major vegetative patterns
- Forest cover in the area
- Inventory of flora and fauna found in the areas.
- Presence of rare/endangered/threatened species, if any.
- Presence of economically important plant species.

## **6. Wildlife**

The information on fauna of the area to be collected from various secondary source for the following aspects.

- Inventory of major wildlife species including avi-fauna.
- List of rare and endangered species reported in the study area, if any.

## **7. Physico-chemical parameters Meteorology**

The data on meteorological aspects is proposed to be obtained for the nearest meteorological station of the India Meteorological Department (IMD), located within or near the study area.

The data for the following aspects shall be collected.

### **Rainfall**

- Average (monthly, annual)
- Maximum (monthly, annual)
- Minimum (monthly, annual)

### **Temperature**

- Average (monthly)
- Maximum and minimum (monthly)

### **Humidity**

- Averages(monthly)
- Maximum and minimum (monthly)

## **8. Ground Water**

The data on water table (bgl), ground water quality, ground water abstraction, etc. for the project area will be collected from the concerned offices of Central Ground Water Board and State Ground Water Board. The

findings of the geotechnical survey being conducted at the site as a part of DPR shall also be appropriately utilized.

## **9. Ambient Air Quality**

As part of EIA study, Ambient Air Quality Monitoring will be carried out at four locations in the study area and the monitoring shall be done for twice a week for 12 consecutive weeks for once during the field studies. The parameters to be monitored and PM<sub>10</sub>, PM<sub>2.5</sub>, SO<sub>2</sub> and NO<sub>2</sub>

## **10. Water Quality**

A detailed water quality monitoring programme shall be done once during the field studies and surface water and ground water samples will be collected from various locations in the study area including project area, if available Standard methods of sampling and testing of physical and chemical parameters (IS:1620:1961 and IS:3025:1964) shall be used. The monitoring shall be done for one season only.

The parameters to be analyzed but not limited to shall be:

- Hardness
- DO
- pH
- Electrical Conductivity
- Total Dissolved Solids
- Chlorides
- Sulphates
- Fluorides
- Calcium
- Magnesium
- Sodium
- Potassium
- Chromium
- Lead
- Cadmium
- Total Coliform

## **11. Soil**

Soil quality at various locations within the study areas will be monitored by collecting and analysis of soil samples. In addition, findings of the soil survey being conducted as a part of the Geotechnical investigations for the project site shall also be appropriately utilized.

## **12. Noise**

Hourly noise level readings shall be taken at 10 locations in the project areas including study area using Noise Meter. Based on the hourly reading equivalent noise levels shall be estimated. Recommendations on mitigation measures for noise pollution during construction and operation phases.

### **13. Land Use Pattern**

Land use pattern for the study area shall be derived through remotely sensed data. It is proposed to procure IRS-IC/ID LISS-III satellite data for assessing the land use pattern. Ground truth studies will be conducted for verification of various signals, based on which supervised classification shall be done to develop the land use pattern of the study area.

### **14. SOCIO-ECONOMIC ASPECTS**

The analysis of demographic profile, literacy rate, percentage of classified workers, residential houses, villages, towns etc. in the study area would be carried out with help of available secondary data.

In addition to above, the following information shall also be collected from secondary sources.

- Major industries within the study area
- Presence of sensitive places/ archaeological and historical monuments tourist sites etc. within the study area.
- Public health data related to various water borne and vector-borne diseases in the project as well as study area.

### **15. PREDICTION OF IMPACTS**

As a part of study, the impacts on various facets of environment will be assessed through mathematical modeling, visual interpretation, overlay techniques etc.

The following impacts are proposed to be covered as a part of the EIA study:

- Impacts due to project construction
- Impacts during project operation phase.

The impacts covered during project construction phase are listed as below:

- Water pollution due to disposal of untreated sewage from the labour camps
- Impacts due to setting of labour camps, work shop, storage of construction material
- Increased soil erosion from construction sites
- Impacts on ambient air quality due to various construction activities
- Increased noise levels

The impacts likely to accrue during project operation phase are listed as below:

- Impacts due to generation and disposal of bio-medical waste.
- Impacts on ambient air quality due to incineration, autoclaving etc.
- Impacts on ambient noise and air quality due to increased

- vehicular movement in project operation phase.
- Impact on vegetation, flora and fauna
- Impacts on aquatic ecology
- Impact on public health
- Impacts due to water abstraction for the project
- Impacts on socio-economic aspects.
- Impacts due to acquisition of land belonging to various ownership categories
- Increased employment potential during project operation phase

## **16. ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan (EMP) shall include recommendations as a result of impact assessment phase so as to ameliorate the anticipated adverse impacts on various facets of environment. The estimation of cost for implementation of various measures including the identification of implementing agency shall be done as a part of the EIA study. Some of the aspects for which management measures shall be suggested are given as below:

- Reclamation of areas disturbed during construction
- Measures to treat and dispose various categories of hospital waste generated during operation phase as per the norms outlined in Bio-Medical Waste (Management and Handling Rules 2016)
- Measures to control air pollution due to proposed activities/operation, especially due to incineration during project operation phases.
- Greenbelt development and identification of floral species which can be planted in and around the project.
- Measures to control noise pollution and mitigate adverse impact on workers and habitat during project construction and operation phase.
- Estimation of cost required of implementation of control measures.

**NOTE** :- Any study, analysis, data collection, presentation, documentation etc. required to obtain environment clearance from State Pollution Control Board / Ministry of Environment & Forests, Government of India will be part of TOR without any extra cost. However, no deduction shall be made for any study/action which are not required to obtain the EIA clearance but stated above.

## **17. DETAILED SCOPE OF SERVICES**

### **1. Project Assessment & Screening**

- Identification of applicability of Environmental Clearance under EIA Notification 2006 (as amended).
- Categorization of the project (e.g. Category B2, Item 8(a) for hospitals with built-up area  $\geq 20,000$  sq.m but  $< 1,50,000$  sq.m).
- Verification of other applicable statutory requirements (Biomedical Waste Rules, Water Act, Air Act, CPCC consents).

## **2. Data Collection & Documentation**

- Preparation of Form 1 and Form 1A as per MoEFCC/SEIAA guidelines.
- Collection of site-specific details: Location map, Google imagery, cadastral map.
- Land ownership documents, CLU/land use permissions.
- Architectural plans (total plot area, built-up area, FAR, ground coverage, parking, greenbelt, etc.).

## **3. Baseline Environmental Studies**

- Air quality monitoring (PM10, PM2.5, SO<sub>2</sub>, NO<sub>x</sub>, CO) at project site and surrounding areas.
- Noise monitoring at day and night levels.
- Water quality analysis (groundwater and surface water).
- Soil quality testing (pH, nutrients, heavy metals).
- Ecological survey (flora & fauna, if any sensitive receptors are nearby).
- Socio-economic survey of surrounding population (for healthcare benefit/impact).

## **4. Environmental Impact Assessment**

- Assessment of impacts due to: Construction phase (dust, noise, wastewater, solid waste).
- Operation phase (air emissions from DG sets, STP effluent, biomedical waste, solid waste, traffic congestion).
- Risk analysis for storage of medical gases and hazardous chemicals.

## **5. Environmental Management Plan (EMP)**

- Air pollution control (dust suppression, low-sulphur DG sets with acoustic enclosures).
- Water management: STP design, reuse of treated wastewater for flushing, gardening & HVAC.
- Solid waste management: segregation, composting for biodegradable waste, tie-up with authorized vendors for recyclables.
- Biomedical waste management: collection, segregation, storage and disposal through authorized CBMWTF (Common Biomedical Waste Treatment Facility).

- Energy management: solar panels, energy-efficient lighting, HVAC optimization.
- Greenbelt development: minimum 20–30% green cover with native species.
- Rainwater harvesting system design.
- Disaster management & emergency preparedness plan (fire safety, medical gas leak control).

## **6. Reporting & Submission**

- Preparation of Environmental Statement Report (Form 1, Form 1A, EMP, baseline data, risk assessment).
- Compilation of drawings/maps (location map, drainage plan, STP layout, greenbelt plan, solid waste management schematic).
- Submission of EC application on Parivesh portal and coordination with SEIAA Chandigarh.

## **7. Presentation & Appraisal**

- Technical presentation before **State Expert Appraisal Committee (SEAC), Chandigarh.**
- Addressing queries/observations raised by SEAC/SEIAA/MoEF.
- Providing additional data/clarifications as required.

## **8. Grant of Environmental Clearance(EC)**

### **9. Obtaining EC letter with stipulated conditions.**

- Integration of EC conditions into project design and construction plan.

## **10. Grant of Consent to Establish(CTE)**

**Environmental Consultant will obtain EC and CTE for the following upcoming projects in PGIMER, Chandigarh. (As per requirement)**

- 1. Construction of Central Workshop (3824 sqm)- Rs.18.00 crore**
- 2. Construction of Multi-level Parking In PGI (26327sq.m)- Rs.50.00Crore**
- 3. Extension of Eye and Drug-de-addiction Centre-10330sqm- Rs.94.00 crore**
- 4. Construction of Type III and Type V house (26000sqm)- Rs.101.00 crore**
- 5. Construction of Additional floor in Dental Block (979 sqm)- Rs. 10.00 crore**
- 6. Construction of 120 Nos. Hostel rooms for National Institute of Nursing Education in PGI (3575 sqm)- Rs.9.86 crore**

**NOTE :-** Any study, analysis, data collection, presentation, documentation etc. required to obtain clearance from State Pollution Control Board / Ministry of Environment & Forests, Government of India will be part of scope of work without any extra cost even if it has not been covered above. However, no deduction shall be made for any study/ action which are not required to obtain the environmental clearance but stated above. **The estimated cost and area of the upcoming projects is given merely as a rough guide and may increase/decrease and will have no impact on the quoted rates.**

### **18. Time Schedule along with Deliverables and Payment Schedule**

There is no specific time frame for the job work. The job work would be treated as concluded / completed only after obtaining Environmental Clearance (EC) from the Competent Authority and applying/obtaining for CTE. However there shall not be delay by the consultant in performing their duties as per sequence of scope of work. Maximum time for obtaining Environmental Clearance (EC) and CTE will be 9 months from the date of concluding agreement.

#### **Stages of payment of consultancy fee:**

1.	On submission of Form-I and prefeasibility reports, draft TOR(if required) for appraisal to committee concerned (MOEF/SEIAA) after collection of baseline data	20%
2.	On Submission of Draft EIA and EMP reports	30%
3.	On obtaining Environmental Clearance	30%
4.	Obtaining CTE	20%

Security deposit @ 2.5% should be deducted from every running bill which shall be released after the completion of the work.

**Note: The payment shall be released on the submission of the bill by the firm / Consultant giving details of the activities completed at the relevant stage. The payment may also be released on pro-rata basis as per the satisfaction of Engineer-in-charge.**

## 19. MEETINGS WITH THE AUTHORITY

- 19.1 The Consultancy requires close interaction with the project team (the "**Project Team**") that will be nominated by the Authority for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Consultant shall interact with the Project Team at least once a week, with each meeting attended by the Key Personnel, for presenting the work completed and obtaining Project team's feedback. Each meeting shall be minuted by the Consultant and submitted to the Authority fortnightly for record.

Consultant shall actively associate in the Authority's reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the Authority will send brief formal responses to the Consultant in response to the Consultant's request for certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective deliverables including subsequent revisions of final reports by the Consultant.

- 19.2 The Authority will review the progress of the Consultancy in monthly meetings. The Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

## 20. CONSULTANCY TEAM

- 20.1 The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience.

# **SCHEDULE-1**

## **AGREEMENT**

### **FOR**

**“Comprehensive Consultancy for obtaining  
Environmental Clearance and Consent to  
Operate for upcoming projects in PGIMER,  
Chandigarh”**

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## **AGREEMENT**

AGREEMENT No \_\_\_\_\_

This AGREEMENT (hereinafter called the "**Agreement**") is made on the .....day of the month of \_\_\_\_\_ 20\_\_\_, between, on the one hand, the Director, PGIMER represented by Hospital Engineer, Construction

Division, PGIMER Chandigarh (hereinafter called the "**Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, M/s.....(hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for "**Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh**" (hereinafter called the "**Project**");
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the "**LOA**"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

### **1. GENERAL**

#### **1.1 Definitions and Interpretation**

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

- a. "**Agreement**" means this Agreement, together with all the Annexes;
- b. "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
- c. "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d. "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- e. "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2.1 read with the provisions of RFP;

- f. **"Dispute"** shall have the meaning set forth in Clause 9.2;
- g. **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- i. **"Institute"** means the Director, PGIMER and his successors.
- j. **"INR, Re. or Rs."** means Indian Rupees;
- k. **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- m. **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- n. **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- o. **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- p. **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- q. **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

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

## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be

fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Rights and obligations**

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

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

### **1.4 Governing law and jurisdiction**

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

### **1.5 Language**

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

### **1.6 Table of contents and headings**

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

### **1.7 Notices**

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

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Chandigarh it may send such notice by facsimile or e-mail and by registered acknowledgement due, or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all

other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

**1.9 Authority of Member-in-charge**

The Consultant shall act in exercising all the rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

**1.10 Authorized Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

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

Hospital Engineer  
Construction Division  
Department of Hospital Engineering & Planning,  
PGIMER, Chandigarh  
Tel: 0172-2755861  
E-mail:heconstpgi@gmail.com

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

Tel:\_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes except GST which should be quoted extra and shall be paid as per govt. rules / regulations / instructions by PGIMER on production of relevant documentation by consultant of having paid to the concerned authorities and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

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

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security and the performance guarantee of the Consultant shall stand forfeited.

### **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) Receiving NOC by the contractor.

### **2.5 Entire Agreement**

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

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

### **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### **2.7 Force Majeure**

### 2.7.1 **Definition**

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 **No breach of Agreement**

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

### 2.7.3 **Measures to be taken**

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

### 2.7.4 **Extension of time**

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

### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### **2.7.6 Consultation**

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

## **2.8 Suspension of Agreement**

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

## **2.9 Termination of Agreement**

### **2.9.1 By the Authority**

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

- (a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) As the result of Force Majeure, the Consultant is unable to perform a

material portion of the Services for a period of not less than 30 (thirty) days; or

- (g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

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

- (a) The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.
- (c) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days; or
- (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

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

#### 2.9.4 Cessation of Services

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

#### 2.9.5 Payment upon Termination

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

- i. Payment pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- ii. Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- iii. Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

#### 2.9.6 Disputes about Events of Termination

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

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### 3.1.1 Standards of Performance

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

##### 3.1.2 Terms of Reference

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

##### 3.1.3 Applicable Laws

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

#### **3.2 Conflict of Interest**

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority.

### 3.2.3 Prohibition of conflicting activities

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

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

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

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

### 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**").

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and

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

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

### **3.3 Confidentiality**

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

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

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

### **3.4 Liability of the Consultant**

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

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. For any indirect or consequential loss or damage; and
- ii. For any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the Consultant**

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

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

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

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

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

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

- a) Appointing such members of the Professional Personnel as are not listed in Form-5.

- b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- c) Any other action that is specified in this Agreement.

### **3.8 Reporting obligations**

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

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

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

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

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

### **3.10 Equipment and materials furnished by the Authority**

No Equipment and material shall be made available to the Consultant by the Authority. It shall be the responsibility of the consultant to arrange the same.

### **3.11 Providing access to Consultant's Office and Personnel**

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

### **3.12. Accuracy of Documents**

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

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

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

### **4.2 Deployment of Personnel**

4.2.1 Not Applicable.

4.2.2 Not Applicable.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Form-5 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-8) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of

the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

#### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, as a condition to such substitution, following amount specified for the original Key Personnel shall be deducted on the basis of 30 man-days from the payments due to the Consultant for the first substitution: -

Team leader- Rs. 40,000/-, Site Engineer- Rs. 32,000/-.

In the case of a second substitution hereunder, such deduction shall be double the amount mentioned.

#### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's charges shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Resident Team Leader**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Assistance in Services etc**

Issue to officials, agents and representatives of the Government, all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required,

the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3

### **5.3 Change in Applicable Law**

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

### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement. In addition all costs incurred on fees for approvals or submission of documents etc shall be borne by the Authority.

## **6. PAYMENT TO THE CONSULTANT**

### **6.1 Agreement Value**

6.1.1 Not Applicable.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. .... (Rupees .....).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of payment**

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

### **6.3 Mode of billing and payment**

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

- a. A Mobilization Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India of an amount equal to such advance, such Bank Guarantee to remain

effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in two equal installments from the first two stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the third installment due and payable thereafter.

- b. The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - i. No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage
  - ii. The Authority shall pay to the Consultant, only the undisputed amount.
- c. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**"). In case of any likely delay an amount equal to 70% (seventy per cent) of bills shall be made within the above specified period of the due payment for that stage subject to the satisfaction of the Authority with the submissions by the Consultant, which shall be treated as adhoc payment
- d. The final payment under this Clause shall be made only after the consultant completes entire work and submits the composite drawings and related documents.

Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- e. All payments under this Agreement shall be made as per the procedure of the Institute.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

- 7.1.1 The Authority shall retain by way of performance security (the "**Performance Security**"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 6 (six) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee for Performance Security within a period of 14 (fourteen) days from the date of receipt of Letter of Award (LOA), substantially in the form specified at Annex. -4 of this Agreement. The bid security shall stand forfeited if the consultant fails to furnish the prescribed performance security within the said period.

## **7.2 Liquidated Damages**

7.2.1 In the event of any delay on the part of consultant, the consultant shall pay as compensation an amount equal to ¼% (one fourth percent) or such smaller amount as the Institute may decide on the total fee payable per week that the work remains unfinished after the specified milestone as mentioned at Clause 6 of Terms of Reference and for failure to comply with obligations and duties assigned to them under this agreement subject to maximum of 5% of total Service Charge of the work.

7.2.2 The consultant shall meticulously prepare the documents required to be submitted to concerned authorities. Further the Consultant will also visit and collect data as needed. In case of inappropriate documentation work, due to inappropriate collection of data or study or on account of non-consideration of essential services, the consultant shall be held liable to pay compensation @ 5% of total consultancy fee payable to them. Further in case of such default no consultancy fee shall be paid on the amount exceeding original estimate by the executing agency and approved by the Institute.

Notwithstanding anything contained in above sub clauses, the compensation levied on the executing agency shall not exceed 10% of the total service charges payable to him.

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

## **7.3 Penalty for deficiency in Services**

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

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Agreement**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

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

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

9.3 Not Applicable

### **9.4. Settlement of Disputes by Conciliation and Arbitration.**

The clause 25 may be read as under:-

Settlement of Disputes by Conciliation and Arbitration.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work 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 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.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or

decision given in writing by the Engineer-in-Charge: or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with of arising out of the contract or carrying out of the work to be unacceptable and disputed such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party.

At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of the settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations, After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on the settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of the Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the DPGI or the Superintending Hospital Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator. However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing

Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) Number of Arbitrator: if the contract amount is less than Rs. 100 Crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs. 100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- (b) Qualification of Arbitrators: it is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India). The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (a) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrator from the list of CPWD Empanelled Arbitrator from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

- a It is a terms of the arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from

the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

#### 25.4 Appointment of Arbitral Tribunal of three Arbitrators:

The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a terms of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Appointing forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

25.6 Fee payable to Arbitrator(s): the fee payable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE/(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

25.7 Place of Arbitration: the places of the arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both parties.

25.8 Terms of Reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs. 1,00,000.

25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award.

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

SIGNED, SEALED AND DELIVERED  
DELIVERED

For and on behalf of Consultant

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND

For and on behalf of [Authority]

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

2.

**Annexure-1 – Terms of Reference as per Schedule-1 of RFP**

**Annexure-2- Approved Sub-Consultant(s)**

**Annexure-3- Payment Schedule (Refer TOR Clause 7.0)**

**Bank Guarantee for Performance Security**  
(Refer Clause 7.1.2)

To  
[The Director PGIMER  
acting through  
\*\*\*\*\*]

In consideration of \*\*\*\*\* acting on behalf of the [Director, PGIMER] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") **"Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"** and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees.....)
3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall

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

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 180 days after the date of this Guarantee)].

For

.....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 20

(Signature, name and designation of the authorized signatory)

NOTES:

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

**INTEGRITY PACT**

To,

.....,

.....,

.....

Sub: RFP No. PGI/Engg/Const./202 / \_\_\_\_ for the work **“Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh”**.

Dear Sir,

It is here by declared that PGIMER, CHANDIGARH is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Request for Proposal (RFP) 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 Institute.

Yours faithfully

To,

Hospital Engineer (.....),

.....

Sub: Submission of RFP for appointment of CPSU as Executing Agency for the work of **“Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh”**.

Dear Sir,

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

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PGIMER, CHANDIGARH. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

**INTEGRITY AGREEMENT**

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

Director PGIMER, Chandigarh represented through Hospital Engineer (.....), PGIMER, Chandigarh (Hereinafter referred as the (Address of Division) '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (RFP No.....) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s)

could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of

another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.  
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Bid Security Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/ Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
2. **Not Applicable**
3. **Not Applicable**

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of PGIMER, Chandigarh.

#### **Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Chandigarh.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by

all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated :

SCHEDULE-3  
(See Clause 2.3.3)

**Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
  - a. Authority and consultants:
    - i. Potential consultant should not be privy to information from the Authority which is not available to others; or
    - ii. Potential consultant should not have defined the project when earlier working for the Authority; or
    - iii. Potential consultant should not have recently worked for the Authority overseeing the project.
  - b. Consultants and contractors:
    - i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
    - ii. No consultant should be involved in owning or operating entities resulting from the project; or
    - iii. No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the

project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**

APPENDIX-I

(See Clause 2.1)

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Bidder's letter head)

(Date and Reference)

To,

\*\*\*\*\*

Sub: **"Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"**

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for **"Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"**. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part
6. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority
  - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. The Bid Security of Rs. 24000/- in the form of a Demand Draft is attached, in accordance with the RFP document.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising

out of or concerning or relating to the Selection Process including the award of Consultancy.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder / Lead Member)

APPENDIX-I

Form-2

**Particulars of the Bidder**

1.1 Title of Consultancy:

**“Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh”**

1.2 Title of Project:

**“Obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh:**

Central Workshop,

New Multi Level Parking,

Extension of Eye & DDTC,

Additional floor in Dental Block,

1.3 State whether applying as Sole Firm or Lead Member of a consortium:

Sole Firm

or

Lead Member of a consortium

1.4 State the following:

Name of Company or Firm:

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Country of incorporation:

Registered address:

Year of Incorporation:

Year of commencement of business:

Principal place of business:

Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder:

Name: Designation: Company: Address: Phone No.: Fax No. :

E-mail address:

1.5 State the following for the Firm:

(i) Name of Firm:

(ii) Legal Status and country of incorporation

(iii) Registered address and principal place of business.

1.6 For the Bidder, state the following information:

- i. In case of non Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address (es) in India.

- ii. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

- iii. Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?

Yes/No

- iv. Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

- v. Has the Bidder suffered bankruptcy/insolvency in the last five years?

1.7 Does the Bidder's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?  
Yes/No

If yes, does the Bidder agree to limit the Bidder's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

1.8 Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?  
Yes/No

If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

(Signature, name and designation of the authorised signatory)

For            and            on            behalf            of            .....  
Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?

APPENDIX-I

Form-3

**Power of Attorney**

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....,20\*\*

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the

Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX-I

Form-4

**Financial Capacity of the Bidder**  
(Refer Clause 2.2.1 (B))

S. No.	Financial Year	Annual Professional Fees(Rupees)
1.		
2.		
3.		

**Certificate from the Statutory Auditor\***

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

\* In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

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

## Appendix-1

### Form 5

#### Particulars of Key Personnel

Sr. No.	Designation of key personal	Name	Education qualifications	Length of professional experience	Present employment		No. of eligible assignments
					Name of firm	Employed since	
1.	Team leader						

\* Refer form 7 of Appendix 1 experience of key personal

APPENDIX-I

Form-6

**Abstract of Eligible Assignments of the Bidder<sup>#</sup>**  
*(Refer Clause 3.1)*

<b>S.No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (in Rs. crore)</b>
(1)	(2)	(3)	(4)
1			
2			
3			
4			

# The Bidder should provide details of only those projects that have been undertaken by it under its own name.

APPENDIX – 1

Form – 7

**Abstract of Eligible Assignment of Key Personnel<sup>@</sup>**

(Refer Clause 3.1)

Name of Key Personnel :

Designation:

S. No.	Name of Project*	Name of client	Estimated capital cost of project in Rs.Cr.)	Name of firm for which the Key Personnel worked	Designation of the key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(6)	(7)	(8)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

@ use separate Form for each key personnel

\* The names and chronology of projects included here should conform to the project-wise details submitted in Form-6 of Appendix-1

APPENDIX-I

Form-8

**Curriculum Vitae (CV) of Key Personnel**

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

Name of project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

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

Place..... (Signature and name of the Key Personnel)

(Signature, name and designation of the authorised signatory of the Bidder)

Note

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-6 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

APPENDIX-I  
**FINANCIAL PROPOSAL**

Form-1  
**Covering Letter**  
(On Bidder's letter head)

(Date and Reference)

To

\*\*\*\*

\*\*\*\*

\*\*\*\*

Dear Sir,

Subject: Appointment of Consultant for **“Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh”**

I/We, \_\_\_\_\_(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

**Not to be filled**

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-I

(See Clause 2.1)

Form-2

**Financial Proposal for "Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"**

I/We offer to provide the "**Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh**" in accordance with your request for proposal at the rates mentioned below.

This rate is inclusive of all taxes. I/We hereby confirm that the financial bid is unconditional.

- 1 My/Our financial proposal shall be binding upon us up to the expiration of the validity period.
- 2 I/We shall also fully cooperate with Institute.
- 3 All the Terms & conditions of the RFP document have been read, understood, accepted and binding upon me/us.
- 4 I/We have inspected the proposed site and am/are aware of the site conditions.

<b>Sr. No.</b>	<b>Description of Item</b>	<b>Qty</b>	<b>Amt. of Service Charges</b>
1	Providing consultancy services as mentioned in the Terms of Reference & scope of work and services to be rendered under the contract complete in all respects.	1 Job	<b>Not to be quoted</b>

(Note:- Rate should be quoted as total lump sum service charges for entire project. It should be net & inclusive of all taxes except GST which should be quoted extra and shall be paid as per govt. rules / regulations / instructions by PGIMER on production of relevant documentation by consultant of having paid to the concerned authorities).

**Signature of Consultant**

# **INVITATION FOR PROPOSAL**

## **FINANCIAL**

APPENDIX-II

**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

(On Bidder's letter head)

(Date and Reference)

To

Hospital Engineer  
..... Division  
PGIMER, Chandigarh

Dear Sir,

**Subject: Appointment of Consultant for "Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"**

I/We, \_\_\_\_\_(Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Note:** The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1)

Form-2

**Financial Proposal for "Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"**

I/We offer to provide the **"Comprehensive Consultancy for obtaining Environmental Clearance and Consent to Operate for upcoming projects in PGIMER, Chandigarh"** in accordance with your request for proposal at the rates mentioned below.

- 1) This rate is inclusive of all taxes. I/We hereby confirm that the financial bid is unconditional.
- 2) My/Our financial proposal shall be binding upon us up to the expiration of the validity period.
- 3) I/We shall also fully cooperate with Institute.
- 4) All the Terms & conditions of the RFP document have been read, understood, accepted and binding upon me/us.
- 5) I/We have inspected the proposed site and am/are aware of the site conditions.

<b>Sr. No.</b>	<b>Description of Item</b>	<b>Qty</b>	<b>Amt. of Service Charges</b>
1	Providing consultancy services as mentioned in the Terms of Reference & scope of work and services to be rendered under the contract complete in all respects.	1 Job	

(**Note:-** Rate should be quoted as total lump sum service charges for entire project. It should be net & inclusive of all taxes except GST which should be quoted extra and shall be paid as per govt. rules / regulations / instructions by PGIMER on production of relevant documentation by consultant of having paid to the concerned authorities).

**Signature of Consultant**