



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI

REQUEST FOR PROPOSAL

FOR MASTER PLANNING & PROGRAMME MANAGEMENT CONSULTANT

AIIMS New Delhi invites proposals for Master Planning and Programme Management Consultant to prepare an integrated Master Plan for redevelopment of AIIMS Delhi campus into a world class medical university with enhanced focus on research and academic areas along with addition of approximate 3000 patient care beds and related facilities. The proposed master plan shall envisage to re-develop the existing infrastructure of AIIMS in a holistic manner by consolidating Patient Care, Teaching, Research, Administration and Support Services in East Ansari Nagar Campus and residential facilities in Trauma Centre Extension Campus.

The Consultant is expected to provide solution for Healthcare Planning, Master Planning, Landscape Architecture, Urban Design, etc. The Consultant shall also manage the entire Programme & assist AIIMS in executing the Project within the approved timeframe and budget.

AIIMS New Delhi

RFP No: AIIMS/PMU/MP-01/2019-20 dt. 7 June 2019

For applicant queries :

pmu@aiims.edu

Pre-Proposal Site Visit:

21 June 2019

Last Date for Queries:

27 June 2019

Pre-Proposal Conference:

1 July 2019

Proposal Due Date:

1 August 2019

For further details, please visit:

www.aiims.edu

www.eprocure.gov.in

e-Tender ID :

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR, NEW DELHI

SELECTION

OF

MASTER PLANNING AND PROGRAMME

MANAGEMENT CONSULTANT

FOR

REDEVELOPMENT OF AIIMS CAMPUS

- NEW DELHI

REQUEST FOR PROPOSALS

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**SELECTION
OF
MASTER PLANNING AND PROGRAMME
MANAGEMENT CONSULTANT
FOR
REDEVELOPMENT OF AIIMS CAMPUS -
NEW DELHI
REQUEST FOR PROPOSALS**

Disclaimer

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

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

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

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

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

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

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

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

Glossary

Additional Costs	As detailed in Financial Proposal
Additional Staff	As defined in Clause 2.1.5
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.2.4
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
CPP Portal	Central Public Procurement Portal
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Paragraph 8 of Schedule-1
Consultant	As defined in Clause 1.2
Core Staff	As defined in Clause 2.1.4
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 4 of Schedule-1
Documents	As defined in Clause 2.12
DB	Design Build
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Expatriate Personnel	As defined in Clause 1.1.1 of Schedule-2
EPC	Engineering Procurement Consultant
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
ICT	Information & Communication Technology
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Paragraph 4 of Schedule-1
Joint Bidding Agreement	As defined in Clause 2.1.1(vi)
Key Date or KD	As defined in Paragraph 6.2 of Schedule-1
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Master Plan	As defined in Paragraph 3 of Schedule-1
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1 of Schedule-2

Programme	As defined in Clause 1.1.4
Programme Management	As defined in Paragraph 3 of Schedule-1
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.4
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
PEA Consultant	Project Engineering & Architectural Consultant
Resident Personnel	As defined in Clause 1.1.1 of Schedule-2
RPO	Redevelopment Project Office
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1 of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 8 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1 of Schedule-2
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.5
US\$	United States Dollar
WG	As defined in Paragraph 9.1 of Schedule-1

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

Invitation for Proposals

1. INTRODUCTION

1.1 Background

- 1.1.1 All India Institute of Medical Sciences, New Delhi (AIIMS) and represented by the Director, AIIMS (the “**Authority**”), has decided to undertake the redevelopment of AIIMS as a world class medical university.
- 1.1.2 AIIMS was established as an institution of national importance by an Act of Parliament in the year 1956. With the objective of developing groundbreaking patterns of teaching in undergraduate and post-graduate medical education in all its branches, AIIMS has demonstrated and continues to demonstrate the highest standards of medical education. It is today regarded as a fountainhead of medical education and research par excellence.
- 1.1.3 AIIMS is also the nation’s apex Healthcare institution, with significant standing in the national as well as international medical arena. It has distinguished itself as being a tertiary centre for offering the best of medical treatment to the patients from across the country, along with accessibility to the economically weaker sections of the society. In the year 2018-19 itself, AIIMS has treated a record number of over 41, 45,453 patients in OPD, over 2, 57,397 patients in IPD and performed over 2, 57,465 surgeries in the year 2018-19.
- 1.1.4 The AIIMS campus currently houses the medical college, hostels, hospitals, faculty and staff housing, and other amenities. The proposed project is for redevelopment of AIIMS campus, comparable to a world class medical university as a unified, smart and green campus, with all modern Healthcare facilities to meet present and future requirements(the “**Project**”/“**Programme**”).
- 1.1.5 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant (the “**Consultant**”), for preparation of the Master Plan for the redevelopment, and, post the approval of the Master plan, for undertaking Programme Management for implementation of the Project on Design and Build (“**DB**”) basis. The Consultant shall be required to prepare the aforesaid Master Plan and undertake Programme Management in accordance with the Terms of Reference specified at Schedule-1 of this RFP (the “**TOR**”).

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of a Consultant for (i) preparation of the Master Plan; and (ii) Programme Management of the proposed redevelopment. The Master Plan shall *inter alia* include review of existing land-use through primary, secondary surveys, stakeholder interactions etc, harmonising of user requirements with external available infrastructure, and preparation of final redevelopment plan based on global standards, among other such activities in accordance with the TOR. Following the preparation and approval of Master Plan, the Project would be implemented on DB basis. The Consultant would be responsible for management of the entire implementation process including but not limited to undertaking / assisting with (as the case may be) activities as necessary for obtaining the requisite approvals/clearances/permits required for the execution of the Project; engagement of Project Engineering and Architecture) Consultant (“**PEA Consultant**”) and a EPC/DB contractor (the “**Contractor**”). The Consultant would be required to undertake the monitoring and performance measurement of the end-to-end implementation through master schedule with key milestones, preparation of programme budget, cash flow etc. in accordance with the TOR (collectively the “**Consultancy**”). The total tenure of the Consultancy shall be five (5) years, extendable by two years (2) years based on mutual agreement.

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

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the 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 1.10.

1.4 Sale of RFP Document

The Bidder shall download the RFP Document directly from the websites www.eprocure.gov.in and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

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

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 65 (Rupees sixty-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1.	Date of Pre-proposal site visit	21 st June 2019
2.	Last date for receiving queries/clarifications	27 th June 2019
3.	Pre-Proposal Conference	1 st July 2019
4.	Authority response to queries	15 th July 2019
5.	Proposal Due Date or PDD	1 st August 2019
6.	Opening of Proposals	2 nd August 2019
7.	Presentation by Applicants	20 th August 2019
8.	Financial Bid opening	23 rd August 2019

1.9 Pre-Proposal visit to the Site and inspection of data

For the convenience of the Applicants, a pre-Proposal visit to the site has been arranged. The interested applicants may assemble at the following venue as per details herein for the same: -

Date: [21st June 2019]

Time: [11:00 AM]

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

1.10 Pre-Proposal Conference

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

Date: 01st July 2019

Time: 03:00 PM

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

1.11 Communications

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

1.11.2 The "Official Website" of the Authority is:

www.aiims.edu & www.eprocure.gov.in

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

Applicants are advised to visit CPPP website www.eprocure.gov.in regularly till closing date of submission of bid, for any corrigendum.

The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the Director, AIIMS New Delhi. The original Earnest Money/Bid Security must be delivered to **“Office of Superintendent Engineer, Room No. 201, Second Floor, Administrative Block, AIIMS, Ansari Nagar, New Delhi-110029”** till bid opening date and time as mentioned above failing which the bid shall be summarily rejected.

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

RFP Notice No. [AIIMS/PMU/MP-01/2019-20]

RFP for Selection of Master Planning and Programme management Consultant for Re-development of AIIMS Campus-New, Delhi

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

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

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

- (i) Number of Members in a consortium shall not exceed 3 (three);
- (ii) Subject to the provisions of sub-clause (i) above, the Application should contain the information required for each Member of the Consortium;
- (iii) Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Authority expects that Lead Member should have maximum responsibility pertaining to execution of Consultancy;
- (iv) The Application should include a brief description of the roles and responsibilities of individual members;
- (v) An individual Applicant cannot at the same time be a Member of a Consortium applying for the Consultancy. Further, a Member of a particular Consortium cannot be member of any other Consortium applying for the Consultancy;
- (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a. clearly outline the proposed roles and responsibilities, if any, of each Member;
 - b. include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until the completion of the Consultancy in accordance with the contract and the TOR;

- c. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;

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

(vii) No change in composition of the Consortium will be permitted by the Authority during the Selection Process and during the subsistence of the Project.

(viii) All the Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until completion of Services in accordance with the Agreement and the TOR.

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

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

2.1.4 **Core Staff**

The Consultancy Team shall consist of the following key personnel (the "**Core Staff**") who shall discharge their respective responsibilities as specified below:

Core Staff	Responsibilities
Team Leader	He/She will be overall responsible for ensuring Programme objectives are met, development of governance plan including but not limited to overall programme management, strategy development, project interface, plans, controls and performance. He/She will be the single point of contact for all internal and external stakeholders with respect to the Programme. He/She shall be full time associated and deployed with the Project in accordance with the terms of this RFP.
Deputy Team Leader and Design Coordination Manager	He/She will support the Team Leader with a focus on implementation and operations. He/She will manage all design projects and ensure that PEA Consultant, Contractor and other consultants/contractors of the Programme perform their duties and services in accordance with signed contracts and report variances. Further, he/she will be responsible for construction management and supervision. He/She shall be full time associated and deployed with the Project in accordance with the terms of this RFP.
Urban Planner	He/she shall prepare a detailed Master Plan for the entire campus in accordance with the Applicable Law

	<p>to <i>inter alia</i> maximise the efficiency of the campus. He/she will work out all details related to:</p> <ul style="list-style-type: none"> • Existing land use and required change in land use. • Development control norms applicable for campus development • Prepare detail Master Plan and development programme for the redevelopment Project. • Obtain agreement in principle from the Authority for the proposed Master Plan to become a planning and design framework to guide all major planning applications for future site developments on the Project. • Finalise detail design criteria for PEA Consultant for residential and other areas. • Overview the entire planning and design exercise for the Programme. • Finalise the vision for development of the Master Plan. <p>He/she should be full time associated with the Project.He/she shall be deployed on the Project in accordance with the terms of this RFP.</p>
<p>Healthcare Planner/ Architect</p>	<p>Prepare a detail planning schedule in agreement with the Authority on preparation of healthcare master plan in terms of timescales, resources and anticipated milestones, keeping in mind the overall timelines of the Project.</p> <ul style="list-style-type: none"> • Identify key stakeholders and have extensive interactions with them to understand the key requirements that need to be incorporated. • Prepare key performance indicators benchmarked with best Healthcare institutions globally. • Develop functional programme for healthcare facilities. • Finalise the healthcare master plan for the hospital component of the Project. • Finalise detail design criteria for preliminary engineering architecture consultants for healthcare and academic areas • Oversees document control. <p>He/she should be full time associated with the Project.He/she shall be deployed on the Project in accordance with the terms of this RFP</p>
<p>Programme Controls & Cost Manager</p>	<p>In conjunction with the Team Leader, spearheads Project implementation</p> <ul style="list-style-type: none"> • Setting up the Programme control system, integrate costs and schedules, track budgets and timelines, assess project status and issue Monthly Reports. • Preparing work orders.

	<ul style="list-style-type: none"> • Working with the procurement / contracts / finance teams to assess progress and provide reports. • Supporting stakeholder management effort. • Overseeing estimations and coordinating with the scheduler. • Overseeing risk management and change management. • Monitoring change orders, claims and cost estimates. <p>He/She shall be full time associated and deployed with the Project in accordance with the terms of this RFP.</p>
<p>Programme Procurement/ Contracts Manager</p>	<ul style="list-style-type: none"> • Develop procurement and contracting strategy and plan for each element of the Programme. • Develop strategic sourcing solutions and value buying to increase procurement synergies between the different projects within the Programme. • Develop global supply chain analysis and supply chain management plan for the Programme. • Forecast the direct impact on supply chain locally and internationally for key construction materials and components. • Work with schedule and recommend phasing, sequential roll-out or other mitigation tools in a manner to optimise supply chain response. • Develop the appropriate mix of contract packages for each type of contract/ project/ facility. • Evaluate contract packaging against the capacity and capabilities of the potential contractors available in the supply chain. <p>He/She shall be full time associated and deployed with the Project in accordance with the terms of this RFP.</p>

2.1.5 Additional Staff

In addition to the 6-member Core Staff, Authority recognizes that additional personnel from various disciplines/functions (“**Additional Staff**”) will be needed to deliver the Services as per the Agreement. An indicative listing of disciplines/functional role that will comprise the Additional Staff is listed in this document. During the term of the Agreement, as the work evolves, some positions may be changed / replaced with new positions. All changes to the Additional Staff will be decided by the Authority in consultation with the Consultant and be part of work orders/ supplementary work orders, to be issued in accordance with the provisions of Agreement.

It is likely that all the Additional Staff against 26 functional roles for first year and 27 functional roles for second to fifth year may not be required for the entire duration of the Consultancy. However, for the sake of uniformity in the Proposals, the Authority has estimated a total of 600 person months for first year and 750 person months for each year from second to fifth year, person months per year based on deployment of respective functional role as detailed in Appendix I Form -13.

All Additional Staff must have a recognized professional qualification in their relevant field from an accredited university and relevant experience in each of their respective functional areas. Failure to comply with this requirement will result in disqualification of the bid or termination of contract, as the case may be.

Sr. No.	Functional Role / Discipline
1	Healthcare Planner Architect
2	Architect/ Designer (clinical)
3	Architect/ Designer (residential)
4	Architect/ Designer (academic)
5	BIM Expert
6	Urban Designer and Planner
7	Landscape Architect
8	Cost Manager (Quantity Surveying)
9	Contracts Manager
10	Health & Safety Expert
11	Programme/Projects Planning & Scheduling Expert
12	Project Design Manager
13	Structural Engineer
14	Hospital MEP Expert
15	Heating Ventilation and air Conditioning (HVAC) Engineer
16	Electrical Engineer/Mechanical Engineer
17	ICT expert
18	Civil Engineer
19	Construction Manager
20	Resident Engineer (Construction)
21	Transportation Planner
22	Environmental Expert
23	LEED/Green Buildings Expert
24	Water Resources Management Expert
25	GIS expert/AutoCAD expert
26	Health Equipment Procurement Expert
27	Admin/ IT Support/ Document Control Personnel

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the all terms & conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

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

(A) “**Technical Capacity**”: The Applicant shall have, over the past 10 (ten) years preceding the Proposal Due Date, undertaken a minimum of 4 (four) Eligible Assignments: 2 (two) for Master Planning Projects – at least 1 (one) out of 2 (two) Master Planning Projects shall be an international project; and 2 (two) for Programme Management Projects, as specified in Clause 3.1.4 (Replicated below).

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

- (i) Delivering Healthcare master planning services, during the last 10 years preceding the PDD, for project where developed area exceeds 10 hectares, or the total built up area of master plan exceeds 1,00,000 square meters. (**“Master Planning Projects”**)
and
- (ii) Programme management/ project management, during the last 10 years preceding the PDD, in (a) Healthcare sector; or (b) academic institutions including Healthcare facilities; or (c) mixed use urban development projects including Healthcare facilities, academic facilities, residential areas, world class public access facilities with minimum built up area of at least 1,00,000 square meters. (**“Programme Management Projects”**)

“Healthcare Facilities” would comprise of area development project such as hospital, acute care facilities, elderly care facilities (only medical facilities), mental health facilities, research laboratories, medical college, diagnostics, pathology/ diagnostics, etc.

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

- (B) **“Financial Capacity”**: The Applicant shall have received a minimum average annual income of Rs. 100 (one hundred) crores or US \$ 50 (fifty) million from professional fees during the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory, consultancy or programme management services to its clients.
- (C) **In case of consortium**, each member should meet at least 25% (and the lead member at least 50%) of **“Financial Capacity”** and each member should have undertaken at least one eligible assignment under **“Technical Capacity”**.
- (D) **Availability of Core Staff**: The Applicant shall offer and make available all Core Staff meeting the requirements specified in Sub-clause (E) below.
- (E) **Conditions of Eligibility for Core Staff**: Each of the Core Staff must fulfill the Conditions of Eligibility specified below:

Core Staff	Educational Qualification	Length of Professional Experience	Experience in Eligible Assignments
Team Leader	Master’s degree in Engineering/ Construction or Urban Planning/ Architecture with an active professional background.	Minimum of 25 years progressive experience in all facets of facilities infrastructure projects including planning, design, construction and	He should have led teams on 2 (two) Management Projects.

	Registration as Construction Professional/Engineer/Architect with a recognized international board or institute and a Project Management Professional or similar certification from a recognized international body or institution is preferred	programme management.	
Deputy Team Leader& Design Coordination Manager	Graduate degree in Engineering, preferably Masters.	Minimum 20 years of progressive engineering experience in the implementation of large infrastructure projects.	He should have led the team on 1 (one) Management Projects and worked in a senior position in 1 (one) Management Project.
Urban Planner	Graduate degree in Architecture/Planning and Post Graduate degree in Urban Planning or Urban Design. Registration as Architect/ Urban Planner/ Urban Designer with a recognized international board or an institute.	Minimum 15 years of progressive urban planning/design experience	He should have worked on 2 (two) Planning Projects in similar capacity.
Healthcare Planner/ Architect	Graduate degree in Architecture and preferably specialization in healthcare planning	Minimum 20 years of progressive healthcare facility planning experience	He should have worked on 2 (two) Planning Projects in similar capacity.
Programme Controls & Cost Manager	Masters in Engineering or Construction Management and active Registration as a Project Management Professional or similar certification from a recognized international body or institution. Advanced training in multiple project management software e.g. Primavera, pert master, claim digger, oracle etc. is preferred	Minimum 15 years of progressive senior project controls experience	He should have worked on 2 (two) Management Projects in similar capacity.

Programme Procurement /Contracts Manager	Graduate in Engineering/Quantity Surveying or related field with advanced degree, diploma or training in contracts and procurement administration	Minimum 15 years of progressively responsible positions in procurement and contract/ commercial management.	He should have worked on 2 (two) Management Projects in similar capacity.
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Where credit is being claimed by a Core Staff, she/he should have fully completed the relevant assignment prior to PDD.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditor or its Associates' stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 In computing the Technical Capacity and Financial Capacity of the Applicant under Clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. Applicant shall also enclose with its Proposal, a certificate from its Statutory Auditor/Company Secretary confirming the relationship of its Associate with the Applicant as per the format at Form-15 of Appendix-I.

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

2.2.5 The Applicant should submit a Power of Attorney for authorised representative and Power of Attorney for Lead member in case of Consortium as per the format at Form-4B of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, tender, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.7 An Applicant including any Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may

format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. 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 Applicant’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 interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 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, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant, to any other Applicant, its Member or any Associate thereof; or

- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such bidder or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

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

2.4 Number of Proposals

No Applicant, including Member of Consortium or its Associate shall submit more than one Application for the Consultancy. An Applicant applying

individually or as an Associate shall not be entitled to submit another application either individually or as a Member of any consortium, as the case may be.

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, availability of requisite data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

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

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

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

2.8 Right to reject any or all Proposals

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

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

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

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

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

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

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

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Approved Sub-Consultant(s)
 - Annex-5: Cost of Services
 - Annex-6: Work Order and Payment Schedule
 - Annex-7: Bank Guarantee for Performance Security
 - Annex-8: Indexation Mechanism

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

Appendices

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2A: Particulars of the Applicant

Form-2B: Format of Joint Bidding Agreement
Form-3: Statement of Legal Capacity
Form-4A: Power of Attorney
Form-4B: Power of Attorney for Lead Member
Form-5: Financial Capacity of Applicant
Form-6: Particulars of Core Staff
Form-7: Proposed Methodology and Work Plan
Form-8: Abstract of Eligible Assignments of Applicant
Form-9: Abstract of Eligible Assignments of Core Staff
Form-10: Eligible Assignments of Applicant
Form-11: Eligible Assignments of Core Staff
Form-12: Curriculum Vitae (CV) of Core Staff
Form-13: Deployment of Personnel
Form-14: Proposal for Sub-Consultant(s)
Form-15: Certificate regarding Associates

Appendix-II: Financial Proposal

2.10 Queries

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority via e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The subject shall clearly bear the following identification:

"Queries concerning RFP for Master Planner and Programme Management Consultant for Redevelopment of AIIMS Campus - New Delhi"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 15 (Fifteen) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on its Official Website without identifying the source of queries.

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

2.11 Amendment of RFP

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

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

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

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

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

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

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

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

2.14 Technical Proposal

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

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

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

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

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

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

2.14.6 The proposed team for Consultancy shall be composed of experts/specialists in their respective areas of expertise (as Core Staff and Additional Staff) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The CV of each such Core Staff should also be submitted in the format at Form-12 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be

submitted in Form-14 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Core Staff.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the Financial Proposal in the digital format as per Appendix-II ("**Notes for Financial Proposal**") clearly indicating the total cost over the entire period of the Consultancy in both figures and words, in Indian Rupees, and digitally signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the Consultancy shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall be taken into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all expenses including all taxes as applicable shall be deemed to be included in the costs shown under Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicant shall submit its Proposal (the Technical Proposal and the Financial Proposal), on the e-procurement platform of the Authority at the www.eprocure.gov.in website, duly signed in digital form by the authorised signatory of the Applicant, no later than the date and time specified as the

Proposal Due Date, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents).

2.16.2 The documents comprising the Proposal shall include:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents;
- (ii) Bid Security as provided in clause 2.20.1
- (iii) Power of Attorney for signing the Bid as per the format at Appendix-I Form-4A;
- (iv) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-I Form-4B
- (v) Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix I Form 2B
- (vi) Financial Proposal in digital format.

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

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

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

2.17 Proposal Due Date

2.17.1 Proposal should be submitted as provided in Clause 2.16 at or before the Proposal Due Date in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal is submitted/received by the Authority prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the closing time on the Proposal Due Date.

2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) either in the form of a demand draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the “Director, All India Institute of Medical Sciences” payable at New Delhi or of a bank guarantee acceptable to the Authority (the “**Bid Security**”). In case a bank guarantee is provided, its validity period shall not be less than 270 (two hundred and seventy) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Consultant from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Proposal Due Date, for the purposes of encashment by the Authority. The Bid Security shall be returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 270 (Two seventy) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and submitting a Performance Security in terms of Clause 7.1 of the Agreement. Authority will not be liable to pay any interest on bid security deposits.

2.20.2 Any Bid if not accompanied by the Bid Security shall be summarily rejected.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, 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 an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

- 2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
 - (c) if the Selected Applicant commits a breach of the Agreement.
- 2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The Authority shall open the Proposals as per the schedule date & time described in clause no. 1.8 in the presence of the Applicants who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened as per clause no. 1.8.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1;
 - (d) it is signed and marked as stipulated in Clauses 2.13 and 2.16;
 - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (f) it contains all the information (complete in all respects) as requested in the RFP;
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP. As a part of technical evaluation, the applicants meeting the eligibility criteria shall be invited to make a technical presentation regarding their proposed methodology & work plan on 20th August 2019 at 10:00am in Director's Committee Room, AIIMS, New Delhi.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The Financial Proposals of technically shortlisted Applicants will be opened on scheduled date & time. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

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

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations 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 Core Staff, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Core Staff who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

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

2.26 Substitution of Core Staff

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Core Staff as the ranking of the Applicant is based on the evaluation of Core Staff and any change therein may upset the ranking. Substitution will, however, be permitted if the Core Staff 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.

- 2.26.2 The Authority expects all the Core Staff to be available during implementation of the Agreement. The Authority will not consider substitution of Core Staff except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Core Staff shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Core Staff. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

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

2.28 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services 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 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Core Staff. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Core Staff must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Core Staff score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Core Staff, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	[40]	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded evenly for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work in master planning and project management; and (iii) overall turnover, experience and capacity of the firm.
2.	Proposed Methodology and Work Plan	[10]	Evaluation will be based on the quality of submissions of work plan as submitted in Appendix 1 (Form 7) and presentation made by the applicant in front of the authority on designated date & time.
3.	Relevant Experience of the Core Staff		As detailed in Clause 3.1.3 B
3(a)	3a. Team Leader	[12]	
3(b)	3b. Deputy Team Leader Design Coordination Manager	[10]	
3(c)	3c. Urban Planner	[8]	
3(d)	3d. Healthcare Planner/ Architect	[10]	

3(e)	3e. Programme Controls Manager & Programme Cost Manager	[5]	
3(f)	3f. Programme Procurement/ Contracts Manager	[5]	
Grand Total		100	

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

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

3.1.1.3 B Evaluation criteria for Core Staff

PARAMETERS	MARKS
General Qualifications- Total Marks of 25%	
A1. Education	10%
A2. Professional experience	10%
A3. Professional registrations/certifications	5%
Adequacy for the Assignment: Project related - Total Marks of 75%	
B1. Experience in Eligible Assignments in similar capacity	30%
B2. Experience relevant to TOR	25%
C1. Experience in managing infrastructure related works	10%
C2. International experience pertaining to Master planning, Healthcare projects and programme management	5%
C3. Knowledge of local language and culture	5%
TOTAL MARKS	100%

3.1.4 **Eligible Assignments**

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

- (i) Delivering Healthcare master planning services, during the last 10 years preceding the PDD, for project where developed area exceeds 10 hectares, or the total built up area of master plan exceeds 1,00,000 square meters. (**“Master Planning Projects”**)
and
- (ii) Programme management/ project management, during the last 10 years preceding the PDD, in (a) Healthcare sector; or (b) academic institutions including Healthcare facilities; or (c) mixed use urban development projects including Healthcare facilities, academic facilities residential areas, world class public access facilities with minimum built up area of at least 1,00,000 square meters. (**“Programme Management Projects”**)

“Healthcare Facilities” would comprise of area development project such as hospital, acute care facilities, elderly care facilities (only medical facilities), mental health facilities, research laboratories, medical college, diagnostics, pathology/ diagnostics, etc.

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

3.2 Short-listing of Applicants

Short-listing of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do (es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

The Financial Proposal will be based on cost of Personnel and Additional Cost. The Authority has, for bidding purposes, estimated a total of 600 person months for first year and 750 person months for each year from second to fifth year for Additional Staff. The Applicant must use the level of proposed staffing and the Consultant’s corresponding rates from Technical Proposal to develop the staff fee estimate in Financial Proposal. However, the actual deployment of the Additional Staff will be based on the requirement agreed upon at the time of finalisation of annual work orders in consultation with the Consultant. Payment to the Consultant shall take into consideration the actual deployment of the Additional Staff and shall be in accordance with the provisions of the Agreement but shall in no case exceed the Agreement Fee Ceiling, or in case of payment in respect of any particular year of the Consultancy, exceed the applicable Yearly Fee Ceiling.

- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Financial Proposal.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in

costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

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

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

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

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the 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 Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall 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.

6. MISCELLANEOUS

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

SCHEDULES

SCHEDULE-1
(See Clause 1.1.5)

REDEVELOPMENT OF AIIMS CAMPUS –
NEW DELHI

Terms of Reference (TOR)

for

MASTER PLANNING AND PROGRAMME
MANAGEMENT CONSULTANT

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Terms of Reference (TOR)

1. GENERAL

- 1.1 With the demand for primary Healthcare in the country continuously increasing, AIIMS is facing tremendous stress on its existing medical facilities, with shortage of academic and administrative areas, ageing infrastructure and excessive pressure on the doctors to treat the daily long queues of patients who come to the hospital. The campus is, thus, in dire need of redevelopment and expansion. To guide this, a robust long-term vision is the need of the hour, to ensure an equitable growth of the campus over the next 50 years. The objective of this Project is up gradation of the physical environment of the campus by redoing the entire master plan to cater to the present as well as future needs for decades to come.
- 1.2 The scope of this Consultancy is limited to AIIMS Campus in Delhi including East Ansari Nagar Campus (106.7 Acres) and Trauma Centre campus extension (14.9 Acres). The total land area under the purview of this Consultancy is approximately 121.6 Acres.
- 1.3 The Authority, accordingly, seeks the services of a qualified firm, on consultancy basis, for preparing a Master Plan and undertaking Programme Management for redevelopment of AIIMS campus in accordance with this TOR and the terms of the Agreement.
- 1.4 The Consultant shall be required to provide solution for Healthcare planning, master planning, landscape architecture and urban design including the design of the urban realm, traffic and transportation planning, open space structure, built form, pedestrian network, and physical infrastructure including mechanical, electrical and plumbing services.
- 1.5 The Consultant shall be responsible for preparation of the Master Plan, which will *inter alia* include a review of the existing land-use through primary, secondary surveys, stakeholder interaction, harmonising the user requirements with the external available infrastructure, and preparing the final redevelopment plan based on best of international standards.
- 1.6 Following the preparation and approval of the Master Plan, the Consultant shall be responsible for management of the entire Programme - assisting the Authority in executing the Project within the approved timeframe and budget - including but not limited to undertaking various pre-implementation activities such as obtaining requisite approvals/clearances, from statutory and other agencies, for the Project; engagement of PEA (Project Engineering and Architecture) Consultant and Contractor etc.; monitoring and performance measurement of end to end implementation through master schedule with key milestones; preparation of programme budget, cash flow, among others.
- 1.7 The Consultant shall also be required to undertake a study of the existing Main Hospital block, Preclinical and Teaching Block at the AIIMS, and assessment of the level of retrofitting required to ensure the functioning of the existing hospital for the next 50 years. The approximate built up area under the purview of this study will be 2, 66,500 Square Meters.
- 1.7.1 The consultant shall also survey the existing hospital/other existing Institutional blocks from viewpoint of structural stability and sustainability. The Consultant shall thereafter conduct a study and formulate a rehabilitation process for the structural, Public health Engineering aspects/plumbing and seismic stability aspects of the various blocks in a phased manner. The scope of services expected would be-

- (i) Carry out invasive and non-invasive tests by use of various diagnostic technologies including ultrasonic tests, chemical analysis and analytical studies of existing reinforcement and RCC health. No structural drawings are available, and the survey/study shall be planned accordingly.
- (ii) Once the root analysis as described above has been done, the Consultant would make an action plan for making necessary amends in the blocks/services as may be required for structural stability, functional use and longevity of the structure/service component.
- (iii) Upon finalisation of the rehabilitation plan in the DPR provisioning for the execution of the suggested measures shall be incorporated in the executable form in the tender of design and Build starting from the first phase of the implementation of Master Plan tender.

1.7.2 The blocks identified for the said study/survey are-

- (i) Main Hospital block comprising of B wing, C wing, AB wing OPD block and allied buildings/blocks. (including its basements)
- (ii) Preclinical and Teaching Block along with its basement.
- (iii) Existing hostels
- (iv) Any other building enlisted by AIIMS

1.7.3 Consultant shall carry out a detailed study for the external services (viz. Sewer lines, water supply and storm water, etc) of the existing Institutional Area of East Ansari Nagar Campus which although is not being redesigned in the Master Plan. This is on account of the analogy that the service network of all such utilities shall integrate with the new Master Plan sector being redeveloped. The final disposals, treatment and connections from the Municipal Agencies shall be designed in totality. The study would identify/cover the following-

- (i) Present routes, capacities and locations of the said services.
- (ii) The shortcomings in the present systems vis a vis carrying capacities, design issues, inaccessibility issues for maintenance etc shall be brought out.
- (iii) In view of (b) above a design rework of the complete/part network envisaging relaying, diversions, increasing capacities and use of technologies to strengthen the services network has to be carried and the execution strategy has to be finalised keeping in consideration maintaining seamless continuity of service network so as not to impact the functionality of the existing patient care network/services. The same shall be part of the DPR to be finalised by the consultant.
- (iv) The said Execution strategy and methodology shall be incorporated/ integrated in the execution contract of the composite tender to be floated for execution of Master Plan on design and build mode starting in Phase I itself.

2. OBJECTIVE

2.1 The objective of this Consultancy is to undertake requisite studies and work and prepare an integrated Master Plan followed by overall Programme Management for the purpose of development/redevelopment of the AIIMS campus - East Ansari Nagar main campus (106.7 Acres) and new land parcel at Trauma Centre Campus Extension (14.9 Acres) - into a world class medical university campus. The proposed development programme includes the following (to be finalised in discussion with the appointed Consultant):

- (i) New hospital blocks for an approx. additional 3000 bedded clinical block.
- (ii) Academic and research block including state of the art facilities such as robotic/simulation labs, worldwide research facility digital library, super speciality research labs, lecture theatres and hi-tech classrooms for all departments.

- (iii) Auditorium and event centre for organisation of national and International events, which are integral to this scale of Healthcare facility.
 - (iv) Approx. 3,500 hostel blocks including dining facilities, kitchen, laundry, recreational area, market etc..
 - (v) Hostel facility for resident doctors close to proximity of clinical facilities.
 - (vi) A 40 (forty) room fully furnished guest house at the trauma block.
 - (vii) 500 (five hundred) residential quarters of type II, III and IV as per the scale of entitlement.
 - (viii) Multi-level car parking to minimise vehicular traffic on the campus and to develop a smart sustainable campus with e-vehicles.
 - (ix) Integrated landscape, pedestrian boulevards and healing gardens.
 - (x) Pedestrian foot over bridge connecting AIIMS metro station and new OPD block at Masjid Moth.
 - (xi) Integrated infrastructure including state of the art support infra including but not limited to AC Plant, DG bank, roof top solar power plant etc.
 - (xii) The entire development proposed should be based on IGBC/LEED platinum standards.
 - (xiii) Plan for existing buildings/blocks/infrastructure in East Ansari Nagar for expansion/reuse to service as blueprint of holistic campus development.
- 1.4 The services under the Consultancy shall be guided by the objective to create more space and facilities and to ensure that the AIIMS campus is self-sustaining in the long run. One of the crucial aspects that must be kept in mind before formulating this vision is that the trinity pillars of AIIMS viz. patient care, education and research must not be compromised at any cost. And, the redevelopment and expansion proposal and execution should enhance the said mission of AIIMS.
- 1.5 The scope of Services to be provided during the tenure of Consultancy and other provisions related to Services are detailed in the subsequent section.

3. SERVICES

The Consultancy *inter alia* entails preparation of a detailed Master Plan for redevelopment in compliance with the applicable law, permits and approvals, and Authority requirements. It shall be one of Consultant's primary functions under the Consultancy to ensure preparation of an optimal Master Plan that meets/balances the requirements of various user groups for AIIMS, to be able to meet all present and future AIIMS campus requirements; and that supports the delivery of projects in the Programme, which meet both schedule and budget consistent with the quality required by AIIMS (the "**Master Plan**"). Subsequent to the detail Master Plan being prepared and approved, and all requisite approvals and permits (detailed in following sections) being in place, the Consultant will undertake the overall Programme Management of the Programme, including *inter alia* assisting the Authority in engaging a pre-qualified and experienced contractor to execute the Project, and such other services as are detailed herein (the "**Programme Management**").

3.1 Categories of Services

The Services under the Consultancy can be broadly segregated under three categories:

- (i) **Master Planning:** Services concerning pre-preparation and preparation of Master Plan for redevelopment of AIIMS campus.
- (ii) **Programme Wide Services:** Services concerning the management, planning, administration and execution of the Programme/Project in general.
- (iii) **Project Specific Services:** Services concerning management, planning, administration and implementation of a specific project or set of projects within the Programme/ Project.

The Consultant shall set up a Redevelopment Project Office (the “RPO”) at the Project Site and staff it with the Core Staff and Additional Staff (in accordance with the terms of the RFP and the Agreement) to perform the Programme Wide Services. The composition of Core Staff at the RPO may change as the programme evolves over time, in accordance with the terms of the RFP and subject to Authority’s approval. Additional Staff, besides the Core Staff, will be needed at the RPO or otherwise from time to time to perform Project Specific Services described herein. Some of the Additional Staff would have to work full time, alongside the Core Staff at the RPO, whereas some other Additional Staff would be deployed offsite as per the Agreement. Annual work orders will be issued in terms of the Agreement to provide the Programme Wide Services and Project Specific Services. The scope and price for work orders will be decided, with reference to the schedule of rates submitted in the Financial Proposal, in accordance with the Agreement.

3.2 General Scope of Services

The Consultant shall be required perform the Services as detailed in this TOR within the approved timeframe and budget. The general scope of Services to be performed by the Consultant during the tenure of the Consultancy shall comprise:

3.2.1 *Organization and Governance*

The Consultant shall:

- (i) Identify the various stakeholders in execution of the Project, and coordinate with the Authority and these stakeholders to arrive at timely decisions.
- (ii) Establish a process for issue resolution and decision-making at the Programme level and define the roles and responsibilities, and interface across the aforesaid stakeholders – Authority, ministries/Government departments, concerned authorities, nodal Agencies, among others. Design a RACI (Responsible, Approval, Inform and Consult) chart or similar tool to depict the above, which defines the roles and responsibilities.

3.2.2 *Programme Controls*

To ensure successful implementation and execution of the Programme, the Consultant shall develop and implement a comprehensive process for guiding, developing, planning, and managing overall programme delivery. In this regard, programme controls enable proper planning, scheduling, budgeting, and measurement of performance, and help ensure the successful delivery of the program. The Consultant shall deploy a programme controls system to provide integrated processes, methods, procedures, in an automated software programme that effectively develops, manages, and reports on the programme schedule and cost baselines as defined by the work breakdown structure (WBS).

Following activity areas shall constitute the primary components of the comprehensive programme controls system to be developed by the Consultant:

- (i) Schedule Management

Consultant shall develop the programme WBS and develop and maintain the “Programme Master Schedule”. In this respect, the Consultant shall specifically be required to:

- (a) Maintain the Programme Master Schedule at various levels of detail for management reporting.
 - (b) Ensure that changes to baseline schedules only occur through adequate change management processes.
 - (c) Ensure that contractors’ contracts/engagement includes sufficient and meaningful deliverables and milestones and communicate any proposed updates to the schedules.
 - (d) Ensure that the contractors schedules identify highlights and communicate decision points and any other Programme obligations at all stages of the Programme
 - (e) Ensure that contractors baseline their schedules and apply appropriate change management processes to any baseline changes
 - (f) Monitor and report on the perceived viability of the contractor’s schedule based on realistic assessments of schedule risks; prepare alternatives to correct or avoid schedule variances
 - (g) Identify perceived issues with contractor planning and scheduling processes
- (ii) Cost Management

With respect to cost management, the Consultant shall:

- (a) Be responsible for cost management at each stage of each individual project to be delivered as part of the Programme.
- (b) Create a Cost Breakdown Structure (“**CBS**”) that will include the overall Programme CBS, and the CBS of each individual project to be delivered as part of the Programme.
- (c) Create the baseline Programme budget. The budget shall include costs relevant to the overall Programme and to each individual project to be delivered as part of the Programme.
- (d) Prepare complete life-cycle cost analyses.
- (e) Develop and maintain on an individual project basis, the Master Budget for all projects and phases.
- (f) Set the cash flow estimate of capital requirements for all the projects to be delivered under the Programme.
- (g) Review estimates and forecasts, code of accounts and cost distribution criteria for the Programme on a regular, and as and when required, basis.
- (h) Ensure any design submissions are costed to enable AIIMS to take best decisions for approvals.
- (i) Create/ establish a process for effective handling of payment requests.
- (j) Establish procedures for preparation of budget re-forecasts, and updated cash flow

(iii) Document Control

With respect to document control, Consultant shall be required to:

- (a) Implement an electronic document management system to safeguard related documents for future reference for the Programme.
- (b) Develop and implement policies, processes, procedures and systems for the collection, storage, protection and dissemination of all the documentation related to the Programme.
- (c) Create a document control and filing system procedure that takes into account all parties involved.

- (d) Train existing, new and future Programme staff and set-up procedures for departments to receive, record, file, retrieve, duplicate, store and issue documents.
- (e) Compile and manage the repository to include programme standards, policies, procedures, plans, specifications, schedule, acceptance certificates, transmittal letters, meeting minutes and reports, and any other information relevant to the Programme.

(iv) Risk management

With respect to Risk Management, the Consultant shall be required to:

- (a) Develop a systematic risk management plan/strategy to be applied to the Programme and its comprising projects, such that clearly identifies all potential risks to the Programme. The risk management plan needs to be comprehensive so as to identify and address/cover all potential risks that could be faced by the Programme throughout the duration of the Consultancy, identify probabilities of risk occurrence and allocate weighting systems to monitor the said risks. The risk management also plan needs to include early warning systems and trend analyses, and such other methodologies that could assist in early discovery of risk items
- (b) Track that significant risks are systematically identified, recorded, evaluated, actively managed and regularly re-evaluated and communicated across the program
- (c) Identify, communicate and manage inter-programme as well as external risks.
- (d) Identify and manage internal programme related risks.
- (e) Propose mitigation measures such as adjustments to the proposed alignment, changes, recovery plans and any other action for mitigating risks
- (f) Conduct risk assessment workshops on a regular basis with all stakeholders – Authority, project managers, suppliers, contractors, among others.

(v) Scope and Change Management

As one of the most critical functions under the Programme, for scope and change management, control mechanisms shall be put in place by the Consultant so as to identify and manage activities and issues that might ultimately affect/alter the delivery of the Programme's objectives. In this respect, the Consultant shall:

- (a) Create and implement an internal change management plan, change log, and associated governance processes.
- (b) Develop, review and update a change management system and procedures that capture complete, accurate and consistent baseline documents, and ensure changes in design and construction and any other change are controlled in accordance with the contract documents and/or programme controls procedures.
- (c) Establish procedures for changes to Programme criteria to create uniformity of application across all existing contracts under the Programme and the comprising projects for design details, material approvals and other related items.
- (d) Assess any change request in terms of the impact on time, cost and quality, and recommend mitigation and management strategies.
- (e) Monitor changes and potential changes across the Programme against the contractual and scope baselines.

- (f) Monitor the processing of changes which require contractual variation(s)/amendment(s).
- (g) Evaluate financial implications of changes to contracts that are determined as necessary to implement for meeting the objectives of the Programme.
- (h) Advise the Authority on matters affecting the budget of the Project, provide timely updates that reflect funds received, funds obligated through contract awards and approved change orders, and projected obligations.

(vi) Performance Measurement

The Consultant shall be required to:

- (a) Develop over the first year a web-based reporting platform that will provide project related cost and schedule information
- (b) Collect, analyse, track, monitor, and separately report the Programme cost, schedule and budget information. The said report should include all encumbrances, commitments, and actual expenditures and develop earned value, trends, forecasts and variance information. In addition, the Consultant shall conduct programme progress review meetings and other related meetings on regular, and as and when required, basis.
- (c) Prepare and submit monthly progress reports (“MPR”) to the Authority. The MPR for each month should be submitted within 20 days of the end of that month. For example, MPR for January is to be submitted by 20 February.
- (d) Participate in regular Programme progress review meetings, and other Programme performance-related meetings as appropriate, and follow up on corrective/control measures, where required.
- (e) Works on / assist the Authority in preparation of the periodic status reports on the Programme to be issued/sent to the higher authorities and/or other stakeholders as the Authority may specify.

3.2.3 Interface Management

The Consultant shall be required to:

- (i) Coordinate with the Authority regarding all interface issues connected with the Programme.
- (ii) Manage external interfaces with major stakeholders.
- (iii) Manage interface between the Authority, Ministries /Government departments and other stakeholders.

3.2.4 Stakeholder Management

The Consultant shall ensure that stakeholder requirements are delivered through each of the Project components focusing on incorporating stakeholders’ inputs, as required; serving as a liaison to all levels of Government and managing the flow of funding in a transparent and proactive manner. It is clarified that the overall responsibility for stakeholder management will be with the Authority. The Consultant shall be required to:

- (i) Develop and implement a stakeholder management and coordination strategy.
- (ii) Initiate and maintain contact with all government and non-governmental entities / stakeholders that form part of AIIMS.
- (iii) Coordinate with the statutory, regulatory and other agencies and other stakeholders that have an interest or are participants in the Programme for the provision of requisite permits and approvals.
- (iv) Prepare engagement strategies with private sector providers.

3.2.5 Communications

To facilitate effective management of its public-facing communications programme by the Authority, the Consultant shall develop a “Programme Communication Plan” that shall necessarily address the following elements:

- (i) Procedures and flow charts, that detail the Programme participants, including but not limited to the Authority, Consultant, contractors, suppliers and other stakeholders.
- (ii) Delivery / distribution of different forms of information / communications to relevant/appropriate stakeholders.
- (iii) Contractual and functional communication requirements and ensuring that the Authority is always included in / marked a copy of all communications between the Consultant and other stakeholders/the Programme participants and all other entities relating to the Programme.
- (iv) For each of the stakeholders/participants identified, the Consultant, working with the Authority’s public relations department, shall identify appropriate stages of the Programme in which public involvement and meetings would be appropriate and in conjunction with the Authority assist in developing appropriate information/communication materials.
- (v) Provide the Authority with prompt draft responses to public queries and comments on the programme, as and when required
- (vi) Schedule status review meetings at all levels (Authority, Contractors, Government, and State Agencies)
- (vii) Documentation of all meetings and decisions taken relating to the Programme.
- (viii) Central management, control and communication of all relevant programme related documentation
- (ix) Respond to Requests for Information (RFI) in timely manner.

3.2.6 *Delivery Systems*

The Delivery Systems functions define the manner in which the overarching delivery systems strategy and plan will be prepared by the Consultant, consistent with Authority’s vision and governances for executing the Project. This strategy and plan must align with the overall Programme strategy and provide the critical delivery systems objectives and the corresponding framework for why, how, when, and by whom the Delivery Systems area will be managed within the program. The delivery systems functions shall comprise of the following:

(i) Planning

The Consultant shall prepare the redevelopment plan of AIIMS, which shall necessarily include:

- (a) Final site layout with respect to redevelopment strategy;
- (b) site layout and land use and mix;
- (c) transportation and connectivity;
- (d) trunk infrastructure for entire site;
- (e) demolition plan and phasing;
- (f) utility capacity such as for power, water and wastewater facilities;
- (g) prepare the Programme phasing plan;
- (h) perform all activities necessary to obtain requisite approvals/permits from statutory and other relevant authorities/agencies, including but not limited to preparation and submission of forms, providing required information etc.; and
- (i) Coordinate required activities including environmental clearances for execution of the Project and the comprising projects.

(ii) Site control/mapping

This function describes and guides the activities needed to measure and communicate spatial data in relation to the earth’s surface and relate it to Programme site(s). The Consultant shall undertake the following through specialty surveyors under its guidance and oversight at all times:

- (a) Provide a system to coordinate site control and mapping information across the entire scope and lifecycle of the Programme.
- (b) Provide the standards, means and methods for site control and mapping to ensure consistency among the projects constituting the Programme.
- (c) Identify stakeholder requirements: internal, external, short-term, long-term, each having different requirements on level of accuracy and data content for their specific purpose (planning and studies vs. construction)
- (d) Devise and maintain a horizontal and vertical control system required to construct and minimize the possibility of positional errors. Determine GPS survey control (primary, secondary, and tertiary) network availability, digital terrain model, topographic survey, 3-dimensional modelling needs
- (e) Determine the appropriate techniques, equipment and materials, which can achieve the accuracies and standards required and which correspond with current best practices to be used.
- (f) Collect, coordinate, and plan carefully additional data types, as needed, i.e., aerial photography, hydrographic survey, field survey, planimetric control, permanent ground markers, among others. Review and consider how this information will be communicated and distributed and what existing information might be affected.

(iii) Design Management

One of the primary focus areas for the Consultant shall be the establishment, integration, and assurance of Programme wide design principles and standards to drive quality and ensure site construction conformity with respect to design development. The Consultant shall be responsible for preparation of redevelopment plan as a state-of-the-art concept and vision for the AIIMS campus. Preliminary Architecture and Engineering will then be carried out by separately hired consultants, who will prepare preliminary design and RFP for hiring of a Design Built Contractor, Consultant will advise AIIMS of other possible delivery options. The Consultant shall be responsible for interface management, in this respect, between all the concerned sectors/stakeholders/contractors.

(a) Design Standards

Consultant shall create a set of vision documents for entire development that will form a coherent brand and identity for the AIIMS. These guidelines and standards will establish not only the quality of the AIIMS proposition but create buying opportunities through driving value in supply chain and procurement activities through advance and bulk purchasing.

(b) Design Oversight

The Consultant shall:

- Prepare design briefs.
- Prepare detailed Master Plan for entire Project site.
- Review and update design basis, criteria and standards to fit construction requirements and concepts of the Programme.
- Review and ensure the constructability of the proposed designs
- Review the constructability and value of engineering ideas put forward in order to accomplish quality, time or cost savings.
- Obtain a third-party independent firm to perform reviews where dictated by process or regulatory requirements. The fee for the third party shall be borne by the Authority.
- Coordinate design and design related issues between contractors at interface points to ensure alignment of systems and schedules.
- Supervise and oversee the work of all bidders, contractors, vendors, suppliers and assist in coordination and conflict resolution.
- Monitor the design schedule and manage any changes or delays.

- Initiate and conduct all design value engineering workshops throughout the design process.
- Implement a 'Stage Review Process' to provide benefits in the control of quality, cost, and schedule.

(iv) Permits and Approvals

Statutory, regulatory and other permits and approvals, as required, for implementation of the Project form a critical part of the Project and the Consultancy. The Consultant shall perform all activities necessary for procuring requisite approvals/permits from all statutory and other agencies / implementation and other relevant authorities before commencing with architectural and engineering design, and construction. The Consultant shall liaison with all stakeholders including but not limited to various departments of AIIMS, statutory authorities such as Delhi Development Authority, Delhi Jal Board, New Delhi Municipal Corporation, Ministry of Environment and Forest, Airport Authority of India, among others for procuring the said aforesaid approvals. In this respect, the Consultant shall include without limitation, undertake the following:

- Ensure that the process for obtaining the aforesaid approvals and the schedule for the same is well defined.
- Ensure that the schedule, at all times, appropriately reflects the progress made in this regard and progress possible with the available resources.
- Provide all necessary assistance to the Authority in preparing background information, documents, reports, background studies, collecting data, filling-up/submitting applications, and other aspects of the approval process

(v) Procurement, Tenders and Supply Chain Management

With respect to Procurement, the Consultant shall:

- Develop a procurement strategy that incorporates the procurement elements of all projects within the Programme. The strategy must provide a holistic framework and mechanism for the management of all procurement elements including, but not limited to, labour, materials, supply, centralised bulk procurement, logistics, lead times, and risks.
- Set a strategic procurement plan for all project managers, bidders, contractors, suppliers, and operators; and manage the procurement timetable *inter alia* to ensure timely appointment of third-party entities as required for the Project.
- Develop an appropriate packaging strategy for the roll out of the Programme and each of its projects.
- Setup the contract strategy and structure and procurement options and recommend options that minimise Programme level risks and with the greatest likelihood of implementation success. Special consideration shall be given to the concept of project risk associated with the various methods under consideration.
- Establish an approach that provides certainty of delivery and cost efficiencies, recognises the scope maturity, ensures compliance with appropriate authorities, attracts early engagement from the supply chain, and achieves economies of scale through global bulk procurement.

With respect to tenders, the Consultant shall:

- Develop Programme-wide tender evaluation and selection criteria.

- (b) Create, administer or assist as required in the tendering and contract negotiations/award for the contracts required for the successful delivery and operation of the Programme.
- (c) Create, review, monitor, evaluate and report on the procurement and tendering packages.
- (d) For each project within the Programme, oversee the development of the activities undertaken by the project manager(s) associated with the preparation of all invitation to tender packages as may be required during the project implementation, i.e. from expression of interest to issuance of tender and tender bulletins.
- (e) Ensure record keeping of pre-tender and post-tender meetings
- (f) Review the submitted tenders and undertake technical and commercial evaluations when required
- (g) Participate and assist AIIMS in the negotiation and contract finalisation up to award. This includes assistance in evaluation committee meetings, negotiations and oversight, review, and assistance in the preparation of the agreements between AIIMS and the awarded third party
- (h) Keep AIIMS fully informed of any issues, which may have a contractual, cost or time implication

With respect to Supply Chain Management, the Consultant shall:

- (a) Undertake a supply chain analysis and include therein recommendations by incorporating inputs from project managers, bidders, contractors and suppliers.
- (b) Meet the project managers, bidders, contractors, suppliers and supervision bidders, established within the local market to discuss potential issues, conflicts or problems, capacity, shortage of materials, resources and labour that may hinder meeting the Programme milestones.
- (c) Using the Programme master schedule, forecast the level of activities expected to be delivered by project managers, bidders, contractors and suppliers; analyse the direct impact on the supply chain, locally and internationally, on raw and construction materials and equipment. Assess potential strains and/or bottlenecks that the high level of activity might put on the local capacity in India for labour, material, equipment and other resources that might be needed to complete the Programme.
- (d) Following the strategic supply chain study, analyse the Programme master schedule and recommend phasing, sequential roll-out or other mitigation tools in a manner to ease the pressure on the local supply chain and avoid delays, interruptions and/or inflationary pressures on the economic system in the country. Outcomes might include recommendations for standardisation and manufacturing, either locally or internationally, of certain elements or items to ensure timely supply and to reduce risks of overpricing and/or shortfall in supply.
- (e) In conjunction with relevant authorities/agencies, develop strategic sourcing solutions and value buying aiming at increasing procurement synergies between the different projects within the Programme to reduce overall time and/or cost

(vi) Site Logistics

The Consultant shall:

- (a) Develop, review and update a global logistics plan that will consolidate the Programme infrastructure logistics plans.
- (b) Analyse the local and regional conditions to determine supply and demand requirements given the schedule and mix of projects within the

programme, materials and equipment, staff and specialty contractors. Make timely recommendations to offset any issues identified.

- (c) Develop, review and update traffic and construction access management plans as soon as the intended locations and routings are defined.
- (d) Jointly with the programmer managers and the Authority, in view of the procurement schedule, determine individual integrated logistics plans for each of the projects within the Programme, including lay down space, storage areas for equipment and materials, access and haul routes, borrow pits, excess material and waste disposal, fabrication yards, personnel access and parking; so that all are addressed and resolved before tendering.

(vii) Construction Management and Supervision

- (a) The Consultant shall be responsible for all construction supervision and management, as Authority's engineers, for all development works under the Programme. This shall include:
 - Overall supervision and monitoring of construction of identified trunk infrastructure for whole site
 - Management of site infrastructure
 - Work scope coordination
 - Workforce management
 - Document management practices
 - Schedule and progress management
 - Material management process
 - Financial management
 - Final sign off on all construction related design (GFCs) etc.
- (b) The Consultant shall review and recommend for approval, the comprehensive programme provided by the appointed contractor for the site development, for acceptance tests, which meets the provisions under applicable contracts, in all respects, including but not limited to specified technical and performance requirements. The system of test checks for the requests for inspection issued by the contractor(s) will be also specified by the Consultant.
- (c) The Consultant shall be responsible for the complete supervision, administration and management of the construction contracts, and for coordination with other contracting agencies, Authority and Central Government agencies, local authorities etc.
- (d) The Consultant shall at times be responsible for ensuring quality control of works at the various project sites under the Programme. In addition, the Consultant shall provide regular reports, as per schedules agreed with the Authority. The contents of the reports shall include maintaining necessary site records with data in support of the same, details of field tests on materials and structures, obtaining necessary approvals thereon and maintaining adequate records, certifications of bills for payments to contractors including recommendation of extension applications, extra items, variation statements, quality control checks for final bills etc. in the formats provided by / agreed with the Authority.

- (e) Monitor supervise and review construction progress and the development generally for all the projects within the Programme, and report to Authority on a monthly basis via the MPR. The MPR, in this respect, shall also include status of review of submissions by contractors, technical memoranda, details of meetings and decisions taken, detailed compliance reports for each activity, status of clearances, progress schedule, reason for any delays along with any recommendations etc.
- (f) The Consultant shall guide and coordinate the contractor(s) performance in the discharge of their duties and obligations as required by the terms of the respective work contracts.
- (g) The Consultant shall perform the duties and functions of an Independent Engineer for the Project, which shall include as follows:
- Review of design documents.
 - Monitoring site availability, land acquisitions and permits.
 - Review of construction programme.
 - Control of construction quality.
 - Determining of extensions of time / compensation / relief from penalties.
 - Assessing achievement of satisfactory delivery milestones by contractors, completion of all testing and commissioning tests for various works, and issue completion certificates, as required, upon satisfactory completion of the work.
 - Review contractor(s) progress identifies risks to completion within agreed timelines and suggests mitigation measures as required.
 - Certify final amounts due under the construction contracts.
 - Review as-built drawings, other technical and design information and completion records.
- (h) Statutory Requirements
- The Consultant shall ensure that statutory undertakers for the Programme provide all necessary services in a timely manner, and it shall take all reasonable timely steps to mitigate the effects of any non-performance of the statutory undertakers and keep the Authority apprised of such steps.
- (i) Quality Assurance
- The Consultant shall be required to:
- Prepare and review standard operating procedures, quality plans of all consultants and main contractors to ensure for compliance by them.
 - Review with the consultants and main contractors, the establishment and enforcement of suitable safety, quality assurance and industrial relations policies for the specific site(s) under the Project, and, as applicable, ensure compliance with the standards, processes and procedures specified by the Authority.
 - Oversee the work of independent 3rd party reviewers with respect to value engineering and quality control checks at various milestones.
- (j) Budget
- The Consultant shall review technical and commercial proposal of the consultants and help the Authority in the deciding the budgets for the same.
- (k) Alignment with Programme

The Consultant shall review construction progress against the development under the Programme and take steps to avoid or reduce any delay to the Programme on that account.

(l) Payment certificates

Review, process and recommend the release of all payment certificates, retention monies and performance securities.

(viii) Commissioning

The Consultant shall:

- (a) Prepare a contract and perform related activities for engagement of an Operation and Maintenance (“O&M”) contractor, if required, before handing over of the assets and infrastructure developed or redeveloped under the Programme to the Authority. The objective is to ensure that the infrastructure developed can be managed and maintained by team responsible for maintaining it.
- (b) Prepare standard operating procedures to manage the testing and commissioning process.
- (c) Manage the testing and commissioning process.
- (d) Undertake all necessary activities to ensure receipt of all required approvals/clearances at the commissioning stage.
- (e) Manage the implementation by the consultants and contractors of any handover regime agreed with incoming operators.
- (f) Prepare and manage the preliminary and final punch lists
- (g) Oversee issuing of the preliminary / substantial completion certificates and the final certificate of completion (taking over certificate)
- (h) Preparation and deliver to the Authority the O&M manuals, in the agreed format.
- (i) Preparation and delivery to the Authority of the as-built drawings, in the agreed format
- (j) Be responsible for final handover of the Project to the Authority or such other person/agency as specified by the Authority.

3.2.7 Agreement Management

Agreement management is fundamental to the management of the Programme under the Consultancy. The Consultant shall *inter alia* manage and coordinate all delivery related contracts for all construction works under the Programme. In this respect, the Consultant shall:

- (i) Coordinate contract dispute resolution
- (ii) Perform overall assessment and reporting of programme Anticipated Final Cost (AFC)
- (iii) Manage Authority delegations and reporting.
- (iv) Provide contractual and commercial advice and support project managers
- (v) Manage compliance with contract administration standards, procedures and tools
- (vi) Develop the appropriate mix of contract packages for each type of contract/project/facility.
- (vii) Evaluate contract packaging against the capacity and capabilities of the potential contractors as well as any special contract requirements that might dictate recommendations to modify contracts.
- (viii) Develop the procurement and contracting strategy for the delivery of the various projects within the Programme.
- (ix) The Consultant shall undertake contract administration and management for all project managers, bidders, contractors and suppliers at the Programme level.
- (x) The contract management system, to be developed by the Consultant, shall give visibility to the management in the following areas: changes, invoicing,

- claims, valuations and payments, notices, early warnings, approvals, compliances, breaches, terminations, extensions, entitlements, disputes and reconciliations, insurances, warranties, collaterals, securities and bonds.
- (xi) Alert/apprise the Authority of any actual, perceived or expected departure from contractual requirements, and prepare analysis of potential issues, resolution options and related recommendations.
 - (xii) Assess any potential changes or change requests in terms of their impact on the contract(s), on the particular project, on the Programme, and any other contract(s) variation(s) required on that account.
 - (xiii) Monitor Programme schedules and plans for compliance with the contract(s) and advise on the impact of any non-compliance.
 - (xiv) Proactively supervise all aspects of all project contracts within the Programme including, but not limited to, monitoring contract compliance, terms and conditions, supervising and reviewing overall performance of service level agreements, managing receipt and documentation of change requests, and coordinate the review process with appropriate Programme stakeholders.
 - (xv) Ensure that contract related changes / variations are communicated to appropriate stakeholders.
 - (xvi) Ensure delivery of contract deliverables, payment procedures and management reporting.
 - (xvii) Develop a claims management process that includes evaluation of responsibility, impact, and costs and includes a dispute resolution process.
 - (xviii) Create documentation that may be required for claims defence.
 - (xix) Set construction contract terms and conditions, to ensure that the contractors' understanding is in line with Authority's vision and objectives
 - (xx) Review and evaluate regularly the status of all existing bidders and construction contracts
 - (xxi) Perform reviews of the project managers, bidders, contractors and supplier's deliverables to ensure contract compliance and performance

3.2.8 *Finance Management*

The Consultant shall:

- (i) Prepare and submit a 'comprehensive financing plan' for all components of the Project.
- (ii) Develop and implement adequate processes for financial management of the Programme. This includes, but is not limited to, cost estimating and cost control processes, payment approval processes, preparation and presentation of the program's budgets, and the supervision of data gathering, and financial planning work associated with the program
- (iii) Create a costing structure that is compatible with the existing system of the Authority (if any) in order to allocate the cost of each element of the Programme and the projects within.
- (iv) Monitor and control the Programme/project cash flow periodically (i.e. on monthly, quarterly and yearly basis)
- (v) Develop a code of accounting based on the WBS for each individual project
- (vi) Ensure that the system shall take into consideration Authority's corporate requirements and shall be able to accept inputs from varieties of sources.
- (vii) Develop a system capable of providing commitments, expenditures, and forecasts reporting.
- (viii) Manage the final account process, retention and advance payment recoupment, repayments, deductions, write-offs and keep track of any all variations.

- (ix) Receive and review all invoices for completeness and accuracy. Following the review, process invoices for project managers, bidders, contractors, suppliers, and vendors and submit them on monthly basis together with the progress reporting data used in the budget control activities described above.
- (x) Evaluate and forward all documents to AIIMS together with a written recommendation for payment processing in accordance with AIIMS internal processes
- (xi) Prepare and submit monthly financial reports in a format to be agreed with the Authority together with all the necessary/required supporting documentation.
- (xii) Establish an experienced and thorough commercial group to assess invoices and variations therein.

3.2.9 *Information Technology (IT) Management*

This function includes programme, projects and information management tools and applications, to be provided for/arranged by the Consultant, for it to monitor and assess progress and deliverables with respect to project planning and scheduling, issue management, risk management, resource management, contract management and administration, and management reporting functions and processes. Information management systems e.g. servers, software, licenses etc. will be hosted locally i.e. at the RPO and provided (paid for) by the Authority upon the recommendations of the Consultant. The number/quantity of laptops, servers, and other IT ancillaries required to make a fully functional RPO will be recommended by the Consultant and paid for through a set aside budget as part of the Consultancy. The Consultant shall, in this respect, carry out the following:

- (i) Establish the information system for the Programme and manage the system operation, including software and hardware maintenance.
- (ii) Ensure that the information is kept and knowledge is transmitted to the Consultant team on the Programmer and to the Authority, project managers, bidders, contractors, suppliers and stakeholders in a timely manner.
- (iii) Develop and implement a Management Information System (MIS) which will provide accurate and timely reports to the Authority.
- (iv) In consultation with the Authority, implement a suitable web-based project management system that will function as a platform for all communications, document storage and distribution, reporting, contract and programme management. The platform will be used by the Authority, its consultants, project managers, bidders, suppliers, contractors and other stakeholders, as needed. The server and database shall be provided by the Consultant and reside locally but all the data contained therein shall at remains the property of the Authority.
- (v) Train Authority staff in the utilization of the web-based system and ensure knowledge transfer across teams on a continuous basis.

3.2.10 *Programme Administration*

The Consultant shall be responsible for overall Programme administration including, without limitation, as follows:

- (i) Monitor progress of all contractors working on projects within the Programme.
- (ii) Prepare and implement a robust process improvement program.
- (iii) Provide and effectively manage professional resources and support services.

These aforesaid services shall further include the following:

- (i) Performance of project management functions for all the projects within the Programme including deployment of the team required for the same.
- (ii) Define, build and implement project management practices and support expansion and development of new project management practices.

- (iii) Implement project management practices including processes, tools and templates for project mobilization, status reporting, issue management, risk management, quality management, project planning, meeting management, project closeout and lessons learned.
- (iv) Conduct weekly project management support meeting with project managers, contractors, focused on supporting the project management practices and the completion of the weekly status report.
- (v) Maintain project plans for each of the projects.
- (vi) Provide support and training in RPO processes, procedures, tools and templates to the Authority staff designated for the purpose.
- (vii) Arrange and facilitate periodic coordination and review meetings with contractors and generate acceptance checklists.
- (viii) Oversee the implementation and completion of each stage of each of the projects and the successful achievement of project milestones.
- (ix) Provide consulting services in special technology areas as necessary and requested by the Authority.

3.2.11 Programme Assurance Functions

The programme assurance functions concern the matters of quality, health and safety, sustainability and environment, and security under the Programme. The Consultant shall, in this respect provide the services detailed hereafter.

(i) Quality Assurance

The Consultant shall:

- (a) Establish a Programme-wide quality control plan as well as development programme.
- (b) Establish the quality assurance and control issues record.
- (c) Establish the quality assurance inspection programme.
- (d) Oversee and manage the independent 3rd party consultants used for quality checks and value engineering.

(ii) Health and Safety

The Consultant shall:

- (a) Develop a Programme-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Programme.
- (b) Develop plans for the communication of requirements and assessment of performance against the above.
- (c) Develop and deliver basic and specified health and safety training across the Programme.
- (d) Implement a programme to monitor and evaluate health and safety practices and performance; set a schedule for review and improvement of practices, and work with the Authority to determine an appropriate schedule to report on Programme-wide performance

(iii) Sustainability and Environment

The Consultant shall:

- (a) Develop and implement a framework that enables the Programme to define its sustainability and environment goals and strategy and lay down projects and Programme levels approaches and performance criteria to reach these goals.
- (b) Monitor progress against these goals both at the projects and Programme levels and communicate the results to the Authority on regular basis.

3.3 Services – Year 1

Based on the 'General Scope of Services' given hereinabove, the Services to be provided by the Consultant during the 1st (first) year of Consultancy are detailed in this section. Details of services to be provided in the years 2 (two) to 5 (five) shall be decided on yearly basis - to be submitted by the Consultant at least 90 (ninety) days prior to the commencement of the concerned year and be approved by the Authority prior to 60 (sixty) days before the said commencement. The services to be performed in Year 1 (one) shall mainly comprise of the following key tasks:

- (i) Setting up of the RPO and Inception Report
- (ii) Master Plan
- (iii) Approvals and Permits
- (iv) Technical Assistance – Engagement of Consultants/Contractors

(i) *Task 1- Setting up the RPO and Inception Report*

Consultant shall implement a consistent, thorough and transparent Programme-wide strategy. Within the first 30 days of the commencement of Agreement, the Consultant shall review the available information with the Authority and prepare a report describing the detailed approach for Project implementation and work plan (“**Inception Report**”). The systems therein will be refined over time as the Programme evolves. A team consisting of subject matter experts (SMEs) and other specialty team may be deployed to accomplish this task (“**Mobilization Team**”) the high-level work plan should show the work approach and deliverables. Deliverables at this stage will include:

- (a) Team chartering
- (b) Governance setting (organization structure)
- (c) Scope definition
- (d) Programme schedule development
- (e) Programme budget formulation
- (f) Programme baseline establishment
- (g) Programme cash flow development
- (h) Programme policies (internal communications and reporting)
- (i) Programme management tool sets to be employed for monitoring
- (j) General procurement and contracts strategy
- (k) Health and safety plan
- (l) Environmental management plan
- (m) Document control system
- (n) Stakeholder management plan

(ii) *Task 2- Master Plan*

One of the key tasks for the Consultancy in Year 1 is preparation of the Master Plan for the entire AIIMS campus, entailing *inter alia* performing of the master planning study for the entire campus and designing the final redevelopment strategy in order to cater to needs/objective of the Programme. This will involve all primary and secondary surveys, stakeholder interaction, benchmarking, understanding needs of the Authority, and working out the vision plan for the redevelopment. This Master Plan will act as a road map and form the basis for all downstream actions and decisions.

Authority will provide the Consultant with detail breakup of requirements for redevelopment with respect to department-wise required facilities. It will be the responsibility of the Consultant to assist the Authority in collecting the required information, to review the said information and supplement it with best of international practices and advise the Authority accordingly. Task -2 shall broadly include as follows:

- (a) Functional Programming

Prior to the design tasks start, Consultant's medical planning and design teams will coordinate with the Authority via pre-design workshops to discuss and establish an initial project brief which includes medical space list (summary of areas in tabulated form for medical departments, non-medical zones, functions, logistic, administration and other project constituents) as the main content, based on Authority's vision and preliminary design requirements (estimated amount of annual / daily outpatient visits, inpatient surgeries, etc.). The consultant shall understand existing operation conditions, workflow processes, identify future space needs and key departmental adjacencies. Further, the consultant shall develop future operation conditions, workflow processes, bed/room analysis and projected workloads.

Deliverables at this stage will include:

- Detailed Project design schedule with meeting dates, conference calls, consultant and vendor information due dates, review and approval dates
- Document Programmes goals, objectives and guiding principles
- Preliminary site survey and geotechnical information
- Consultants and suppliers' scope of work
- Approved Medical Space Programme (Room by room)
- Functional Narrative
- Parking Narrative

(b) Concept Design – Concept Master Plan

Consultant's design team shall provide a conceptual design solution for the Project site, concept design and medical planning of the hospital and related components of the campus. During the concept design phase, Consultant's medical planning team will provide the layout of the major departments to show the correct adjacencies and the clear circulations. There will be workshops (users' meetings) between the aforesaid medical planning team and the Authority to discuss these layouts and to update the medical space list. **Deliverables at this stage will include:**

- Site location key plan
- Existing condition analysis
- master site plan
- Landscape/green space diagram
- Traffic pattern diagram
- Major building floor plans
- Major building elevations
- Major building sections
- Updated medical space list
- Horizontal circulation diagram
- Vertical circulation diagram
- Digital renderings (2 overall aerials, 4 eye-levels)
- Reference photo images
- Design narrative
- Area tabulation
- Demand analysis for parking

(c) Final Master Plan and Schematic Design

Based on the final approved concept master plan (including suggested changes), Consultant's design team shall develop the final Master Plan with additional layers of information to create, explain, and illustrate the schematic design. Consultant's medical planning team shall provide scaled layout plans showing room adjacencies and areas, inter and intra departmental circulation, department flows of staff, patients and materials. There will be workshops (users' meetings) between Consultant's medical team and the Authority to discuss, update and confirm these plans. **Deliverables for this stage will include:**

- Final master site plan
- Site location key plan
- Coloured rendered master site plan
- Refined landscape/green space diagram
- Final traffic pattern diagram
- All building floor plans
- Final layout plans for all buildings
- Enlarged major area plans
- Roof plans
- Building elevations
- Building sections
- Updated medical space list
- Digital renderings (2 overall aerials, 4 eye-levels)
- Design narrative
- Detailed area tabulation
- Floor level schematics
- 3D walk through
- 3D simulated traffic & visitor / staff flow modelling

(iii) *Task 3 – Approvals and Permits*

Consultant shall conduct Environmental Impact Assessment (EIA) and submission of EIA report to relevant authority (ies) (Ministry of Environment, Forest and Climate Change or Delhi Pollution Control Committee, as applicable). Consultant shall be required to make all submissions on behalf of the Authority and do all the necessary background work for the same. It is clarified that any statutory fee payable with respect to the foregoing shall be borne by the Authority.

The Consultant shall undertake the aforesaid EIA of the Project as per provisions of the Applicable Laws relating to environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An EIA report and environmental management plan shall be prepared based on such assessment. The said environmental management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them. If required, the Consultant shall also assist the Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

With respect to the other requisite approvals, clearances and permits, the Consultant shall undertake all the required/necessary activities (as detailed under clause 3.2.6(iv) hereinabove) for obtaining the same. An indicative list of the approvals, clearances and permits required is provided as follows; the list may be subjected to change during the course of Consultancy, as required:

Sl.No.	Approval/Clearance	Agency
1.	Master plan approval	DDA/NDMC
2.	Height Clearance	Airport Authority of India (AAI)
3.	Environmental Clearance	Delhi Pollution Control Committee (DPPC)
4.	Building (s) Plan Approval	New Delhi Municipal Council (NDMC)/ Municipal Corporation of Delhi (MCD)

5.	No Objection Certificate (NOC) from L&DO	Land & Development Office (L&DO), MoUD
6.	NOC for no construction around historical monuments, if any	National Monument Authority (NMA)
7.	Fire clearance	Delhi Fire Services (DFS)
8.	Building(s) Plan Approval	Delhi Urban Art Commission (DUAC)
9.	NOC from Central Ground Water Authority	Central Ground Water Authority (CGWA)
10.	NOC from Delhi Metro Rail Corporation Limited	Delhi Metro Rail Corporation Limited (DMRC)
11.	NOC from MTNL	Mahanagar Telephone Nigam Limited (MTNL)
12.	Tree cutting permission	Office of Forest Department (OFD)
13.	Water supply approval and/or NOC from Delhi Jal Board	Delhi Jal Board (DJB)
14.	Traffic Clearance	Delhi Development Authority (DDA) – UTTIPEC
15.	Power Supply	Delhi Transco or any other authority as applicable
16.	Any other approval required for execution of the Project.	As applicable

Approvals under S. Nos. 4, 7, 8 and 11 will be the primary obligations of the PEA Consultant or Contractor and Consultant shall act as the monitoring agency.

(iv) *Task 4 – Technical Assistance – Engagement of Consultants / Contractors:*

As part of scope of services, the Consultant shall prepare the best suitable options for contracting strategy for the Programme and projects included therein. Terms such as leasing of equipment, number of contract packages, operations and maintenance (O&M) period, defect liability period (DLP), phasing of contracts etc. will be analysed and discussed with the Authority and relevant stakeholders. The contract document(s), to be prepared with the recommendation of the Authority, shall *inter alia* provide long term solution for maintenance of infrastructure being created through the Project.

Consultant shall also be required to assist the Authority in matters such as preparing expression of interest documents and request for proposal documents, review, assessment and selection of various consultants; assisting in the permitting and approval process of consultants and contractors.

Post the approval of the Master Plan, Consultant shall undertake all necessary activities (including preparation of tender documents etc.) to assist the Authority in engaging a PEA (Project Engineering & Architecture) Consultant for preparation of preliminary architecture design and engineering design. The design will be to the level where a Request for Proposal for hiring of Contractor can be floated as per the applicable Government guidelines. The appointed PEA Consultant will provide the architecture design and all room data sheets with detail specification, costing and architecture design basis report, including:

- (a) Architectural design for AIIMS campus up to tendering stage
- (b) Detail equipment/ infrastructure specifications
- (c) Retail interior requirements, acoustic requirements, lighting requirements etc
- (d) Design basis for LEED/ IGBC platinum certification
- (e) Room data sheets
- (f) Operating specifications for AIIMS new hospital

- (g) Primary trunk infrastructure and MEP design up to tendering stage
- (h) Secondary infrastructure and MEP design
- (i) Iconic Building Design for main building up to tendering stage
- (j) Public realm design and landscape
- (k) Metro connectivity coordination and station location and design
- (l) Detail costing
- (m) Inputs for the draft tender document for Contractor to undertake the redevelopment works (to be supervised and finalised by the Consultant).

As part of the Technical Proposal, Consultant should show when the Consultant Team (including the Core Staff) will be mobilized, how each of the four tasks for Year 1 (described above) will be completed and the deliverables associated with each. Monthly invoices for first year will be subject to the deliverables in accordance with the terms of the RFP and the Agreement.

4. DELIVERABLES

The Consultant shall have set deliverables (the “**Deliverables**”) for the course of this Consultancy to be decided on yearly basis. The Deliverables for Year 1 are listed in this section. Deliverables for the years 2 (two) to 5 (five) shall be decided on yearly basis - to be submitted by the Consultant at least 90 (ninety) days prior to the commencement of the concerned year and be approved by the Authority prior to 60 (sixty) days before the said the commencement. For submission of Deliverables, 2 (two) hard copies and 1 (one) soft copy in CD shall be submitted to the Authority.

The Deliverables for Year 1 shall include as follows (to be read with the scope of services for Year 1 provided in clause 3.3 hereinabove):

(xiii) Inception Report

On commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and the work plan. The Inception Report shall also include the Consultant’s understanding of the structure plan already prepared by the Authority.

Consultant shall engage all required surveying agency(ies) for conducting physical surveys necessary for execution of work at site at his own cost.

Consultant shall be required to gather all the information pertaining to development of the Programme from the Authority for further review and analysis. Prior to the design tasks start, Consultant shall coordinate with the Authority to finalise project brief which includes medical space list (summary of areas in tabulated form for medical departments, non-medical zones, functions, logistic, administration and other project constituents) as the main content, based on Authority’s vision and preliminary design requirements (estimated amount of annual / daily outpatient visits, inpatient surgeries, etc.).

(xiv) Draft concept Master Plan Options

Consultant shall provide a conceptual design solution options for the site, architecture and medical planning of the hospital and related components on the campus. Consultant shall also finalise with the Authority, the detailed development plan for entire Project including healthcare, academics and

residential areas. Consultant shall conduct all required stakeholder consultations with reasonable support from the Authority.

(xv) Draft Master Plan

After seeking inputs from the Authority on preferred draft concept master plan, Consultant shall prepare the final draft master plan for the preferred concept. The draft master plan will be submitted to the Authority for review and approval. There will be workshops (users' meetings) between Consultant and Authority. The inputs received will be used to update the medical space list. The key deliverables shall include the list provided for 'Task 2' in clause 3.3(ii)(b) hereinabove.

(xvi) Final Master Plan

All the inputs provided in the previous stage by the Authority shall be incorporated in the Master Plan, and the final Master Plan shall be prepared and submitted to the Authority for approval. All the drawings and details mentioned above shall be finalised and detailed out. Consultant also submits for Authority review, draft request for proposal for engaging the PEA Consultant along with final Master Plan.

(xvii) Submission of Documentation for Statutory Approvals

With respect to the requisite statutory approvals, clearances and permits for the Project (listed in clause 3.3(iii) hereinabove), Consultant shall prepare and submit such documents and in such manner to the concerned authority/agency as laid down in clauses 3.2.6(iv) and 3.3(iii) hereinabove. This stage will also include submission of final request for proposal for engagement of PEA Consultant after incorporating the inputs received on draft document.

(xviii) Draft Schematic Design

Consultant to submit the draft schematic design, which shall include all design and drawings to sufficiently demonstrate:

- (a) Site location key plan
- (b) Existing condition analysis
- (c) Color rendered master site plan
- (d) Landscape/green space diagram
- (e) Traffic pattern diagram
- (f) All building floor plans
- (g) Enlarged major area plans
- (h) Roof plans
- (i) Building elevations
- (j) Building sections
- (k) Updated medical space list
- (l) Digital renderings (2 overall aerials, 4 eye-levels)
- (m) Design narrative
- (n) Detailed Area tabulation

- (xix) Draft Preliminary Costing, Project Structuring and Project Funding and Project Phasing Documentation

Consultant shall prepare draft block cost estimates based on the concept plan and draft schematic design for entire development. This shall include:

- (a) Indicative BOQ.
- (b) Preliminary cost estimates for the Programme.
- (c) Contracting models.

- (xx) Final Schematic Design

After incorporating all the inputs received on the draft schematic design, Consultant shall submit the final schematic design for the entire development. This stage submission will also include construction execution philosophy, standard operating procedures and quality assurance plans.

- (xxi) Consultant Next Year Scope of Services and Deliverables

Consultant shall submit the scope of Services and Deliverables for the next year, in accordance with the timelines prescribed hereinabove, *inter alia* indicating and prioritizing critical steps for effective and timely implementation of the identified projects within the Programme. Detail milestone and payment schedule will be worked out based on the project status, budgeting and phasing plan.

- (xxii) Construction Manual

Consultant shall submit manual for construction procedures including quality, health and safety, fire safety, environmental health procedures and change management approvals and consent/approvals required from concerned agencies

- (xxiii) Risk Management Plan Covering

Consultant shall prepare and submit detail document including risk identification, qualitative risk analysis, risk response, risk monitoring and control for Project execution phase.

- (xxiv) Draft Contractor Tender Documents

This stage includes submission of draft of tender documents – request for proposals, agreement – for engagement of Contractor based on inputs received from PEA Consultant. The consultant shall also submit DBR (Design Basis Report) for MEP & Structure Design at this stage

5. **SPECIFIC REQUIREMENTS FOR THE PROJECT**

The scope of Services in clause 3 hereinabove provides the details of Services to be provided. Some of the key monthly management and technical assistance tasks are listed below:

- (i) Project schedules monthly review and update (all consultants' and contractors' schedules)
- (ii) Master schedule monthly review and update (Programme schedule)
- (iii) Project costs tracking and monitoring

- (iv) PMIS customisation and enhancement
- (v) Programme costs and cash flow management — maintain and update the master budget; review estimates and forecasts for the programme
- (vi) Tracking risks — Programme risk register to be monthly updated.
- (vii) Training of new and future Programme staff on PMIS and document control.
- (viii) Tracking and monitoring changes — change log
- (ix) Monthly Progress Report
- (x) Performance measurement and reporting, Monthly Programme update meeting
- (xi) External coordination meetings
- (xii) Monitoring projects' design consultancies; technical review meetings; monthly progress meetings and reporting
- (xiii) Design coordination between projects related consultants, government agencies and other stakeholders.
- (xiv) Technical review and approval of all consultants' and contractors' designs
- (xv) Permitting and approvals — monthly updates on status of environmental and other regulatory approvals
- (xvi) Construction and supervision management: The Consultant will supervise and manage construction as Authority's engineers for all development works under the Project.
- (xvii) Implementing technology and ICT innovations to be incorporated into the design
- (xviii) Ongoing technical assistance in areas such as data collection, site investigations, conceptual designs, demand forecasting, design output and modelling evaluations, cost estimates, financial management, financial modelling, drawing preparation, site control/mapping, procurement and supply chain management, site logistics, resource management and organisational development, etc.
- (xix) Agreement management for all the contracts for the Programme.
- (xx) Contractor resource management.
- (xxi) Programme administration services.
- (xxii) The Programme assurance functions include quality, health and safety, sustainability and environment, and security.
- (xxiii) Capturing and sharing lessons learnt with stakeholders and knowledge management.

6. TIME AND PAYMENT SCHEDULE

- 6.1 The duration of the Consultancy shall be 5 (five) years and shall be extendable by an additional 2 (two) years on the same terms & conditions. The Deliverables and payment milestones provided below are only for year 1 (one) of the Consultancy. Each year from Second Year to Fifth Year milestones shall be decided on yearly basis - to be submitted by the Consultant at least 90 (ninety) days prior to the commencement of the concerned year and be approved by the Authority prior to 60 (sixty) days before the said commencement. Consultant shall deploy its Core Staff and Additional Staff as per the Deployment of Personnel proposed and provided in the Agreement.

6.2 Time schedule for important Deliverables (the “**Key Dates**”) for Year 1 and the payment schedule linked to the specified Deliverables (maximum fees as a percentage of the work order value) is given below:

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
KD 0	Signing of Agreement	D	Nil
KD 1	RPO set up and Inception <ul style="list-style-type: none"> • 100% Core Staff mobilisation • Resource plan submission • Review of existing structure plan and strategies for expansion and re development programme • Finalisation of all requisite approvals • Stakeholders engagement • Documentation of existing land use and change in land use required for redevelopment project. • Inception report submission 	D+ 1	1%
	<ul style="list-style-type: none"> • Technical Assistance documentation as listed in monthly progress report 		
KD 2	Preparation of concept Master Plan <ul style="list-style-type: none"> • Draft development programme (land use level) • Infrastructure demand assessment • Concept Master Plan and stakeholder workshop 	D+ 2	7 %
	Technical Assistance documentation as listed in monthly progress report		
KD 3	Preparation of draft Master Plan <ul style="list-style-type: none"> • Final infrastructure demand assessment and sourcing plan • Draft Master Plan • Refined development programme (land use level) 	D+ 3	8%
	Technical Assistance documentation as listed in monthly progress report		
KD 4	Final Master Plan <ul style="list-style-type: none"> • Final development programme • Trunk infrastructure plan • Redevelopment plan • Land use plan • Phasing Plan • Construction schedule • Draft preliminary costing 	D+ 4	9%

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
	<ul style="list-style-type: none"> • Outline of RFP for hiring of preliminary engineering and architecture firm 		
	Technical Assistance documentation as listed in monthly progress report		
KD 5	Preparation and submission for statutory approvals and permits Listed in clause 3.3 (iii) of TOR: <ul style="list-style-type: none"> • Master plan approval by DDA • Water requirement approval by DJB • Power sourcing approval by Delhi Transco/ relevant agency • Building Height Approval by AAI • Traffic and transportation approval by DDA • Final RFP for engagement of PEA Consultant 	D+ 5	9%
	Technical Assistance documentation as listed in monthly progress report		
KD 6	<ul style="list-style-type: none"> • Draft schematic design and concept floor plans • Preliminary project costing • Draft phasing strategy Submission of revised master plan after incorporating all changes as suggested by statutory authorities if any. 	D+ 6	8%
	Technical assistance documentation as listed in monthly progress report		
KD 7	Draft preliminary costing, Project structuring and Project funding and Project phasing documentation	D+ 7	5%
	Technical assistance documentation as listed in monthly progress report		
KD 8	<ul style="list-style-type: none"> • Final schematic design Submission of execution philosophy, standard operating procedures and quality assurance plans 	D+ 8	8%
	Technical assistance documentation as listed in monthly progress report		
KD 9	<ul style="list-style-type: none"> • Final work plan for next year indicating and prioritizing critical steps for effective and timely implementation of the identified projects. 	D+9	5%
	Technical assistance documentation as listed in monthly progress report		

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
KD 10	<ul style="list-style-type: none"> Manual for construction procedures including Quality, Health, Safety, fire safety, Environmental Health procedures and change management approvals and consent/approvals from concerned agencies. 	D+ 10	5%
	Technical Assistance documentation as listed in monthly progress report		
KD 11	<ul style="list-style-type: none"> Risk Management Plan covering – risk identification, qualitative risk analysis, risk response, risk monitoring and control. 	D+ 11	5%
	Technical Assistance documentation as listed in monthly progress report		
KD 12	<ul style="list-style-type: none"> Draft format for tender documents for engagement of Contractor to undertake the redevelopment works DBR (Design Basis Report) for MEP & Structure Design 	D+ 12	30%
	Technical assistance documentation as listed in monthly progress report.		

7. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder for projects/work under the Programme.

8. CONSULTANCY TEAM

- 8.1 The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment. The Core Staff whose experience and qualifications (refer Clause 2.2.2 (D) of the RFP) and responsibilities (refer Clause 2.1.4 of the RFP) are briefly described in this RFP would be considered for evaluation of the Technical Proposal. In addition, other expertise such as that detailed elsewhere in this RFP shall be included in the Consultancy Team through the Additional Staff or through other personnel, as necessary.
- 8.2 The Consultant shall establish a Project Office at a suitable location in or near the city where the Authority's office or the Project is situated, for efficient and coordinated performance of its Services (the "**Project Office**"). PMC shall develop a site office (Redevelopment Project Office-RPO) at AIIMS, New Delhi within 30 days of signing of agreement award of contract. AIIMS will provide a shell space of approx. 1000 sq. ft. for the same. As far as possible, the Core staff should work out of RPO only. The Additional Staff shall be deployed at the consultant's Project

Office/RPO, during the tenure of the Consultancy, as per the terms of this RFP and as specified in the deployment schedule at Annex-2 of the Agreement. The authorised officials of the Authority may visit the consultant's Project Office/RPO any time during office hours for inspection and interaction with the Consultant's Personnel. However, if the Consultant already has an office in Delhi NCR, no additional office will be required, and the aforesaid office of the Consultant shall be deemed to be the Project Office. Consultant is to ensure that the Core Staff shall at all times be associated with the Project, and the both the Core and Additional Staff shall be deployed for the Project in accordance with the terms of the RFP and the Agreement.

- 8.3 The Applicant must submit an undertaking at the time of submission of bid proposal that all the Core Staff will be made available for the complete duration of the Consultancy unless specified otherwise in writing by the Authority. Core Staff, who are not currently employed with the firm, shall give an undertaking, that they shall remain available and offer the obligatory services to the firm till the completion of the Project entrusted to the firm.

The Authority will not consider substitution of Core Staff except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (twenty per cent) of the remuneration specified for the original Core Staff shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (fifty per cent) of the remuneration specified for the original Core Staff. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

- 8.4 Consultant shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office and RPO. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for, and a copy of such record shall be submitted to the Authority at the end of each calendar month.

9. REPORTING

- 9.1 The Consultant will work closely with the Authority. The Authority has established a Working Group (the "WG") to enable conduct of this assignment. WG will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 9.2 The Consultant will prepare issue papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 9.3 The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 9.4 Regular communication with the WG and the Team Leader is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 9.5 The Deliverables will be submitted as per schedule provided in this RFP.

10. DATA TO BE MADE AVAILABLE BY THE AUTHORITY

The Authority (with assistance from the Consultant) shall collect and provide to the Consultant the following:

- (i) Total number of departments which need to be accommodate in the new hospital facility
- (ii) Requirement of each department with respect to medical planning i.e. OT's, ICU, CCU, ambulatory care, nursing areas, offices, OPD, IPD, day care etc.
- (iii) Radiology/ diagnostic area and infra requirements
- (iv) Academic area details with details of each department requirements, rooms, teaching rooms, labs, faculty rooms etc.
- (v) Number of housing units including housing for resident doctors with area for each housing units and required furniture details
- (vi) Students hostel area details and number of rooms and required amenities
- (vii) Details of patients, staff, support staff, housekeeping etc
- (viii) Scale of accommodation for Healthcare facilities

Any specific medical standards to comply with for redevelopment project, available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.

11. COMPLETION OF SERVICES

- 11.1 All the Consultancy outputs shall be compiled, classified and submitted by the Consultant to the Authority as indicated in the TOR. All the Deliverables shall remain the property of the Authority and shall not be used for any purpose other than that intended under these TOR without the written permission of the Authority.
- 11.2 Unless terminated earlier in accordance with the terms of the Agreement, this Consultancy shall stand completed upon the later of (i) expiry of a period of 90 (ninety) days after the acceptance of the final deliverable by the Authority (the Authority will issue a certificate to the effect); and (ii) the expiry of 5 (five) years from the Effective Date or 7 (seven) years from the Effective Date, should the Authority and the Consultant mutually agree to extend the Agreement for a further period of 2 (two) years. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

SCHEDULE-2
(See Clause 2.1.3)

AGREEMENT

OF

MASTER PLANNING AND PROGRAMME
MANAGEMENT Consultant SERVICES

FOR
REDEVELOPMENT OF AIIMS CAMPUS - NEW DELHI

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AGREEMENT

Master Planner and Programme Management Consultant Services for Redevelopment of AIIM, New Delhi

This AGREEMENT (hereinafter referred to as the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, All Indian Institute of Medical Sciences, represented by the Director (hereinafter referred to as the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

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

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

1. GENERAL

1.1 Definitions and Interpretation

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

- (a) “**Additional Costs**” shall have the meaning set forth in Financial Proposal;
- (b) “**Additional Staff**” means Personnel other than the Core Staff;
- (c) “**Agreement**” means this Agreement, together with all the Annexes;
- (d) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (e) “**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;
- (f) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (g) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (h) “**Agreement Fee Ceiling**” means the aggregate of the Yearly Fee Ceilings, as specified in Annex-5;

- (i) “**Core Staff**” means six (6) key Personnel listed in Annex-2;
- (j) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (k) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (l) “**Expatriate Personnel**” means such Personnel who at the time of being so hired had their domicile outside India;
- (m) “**First Year**” shall mean the first year of term of the Agreement, commencing on the Effective Date.
- (n) “**Government**” means the Government of India;
- (o) “**Good Design, Engineering and Construction Practices**” means the best relevant international practices, methods, standards with respect to the planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project, taking into account factors including the location of the Project, and without prejudice to the foregoing, shall include the performance of the Services:
 - i. in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
 - ii. in an expeditious manner and without unnecessary or unreasonable delay; and
 - iii. using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to programme management services for works having characteristics comparable to those of the Project;
- (p) “**INR, Re. or Rs.**” means Indian Rupees;
- (q) “**Lead Member**” means the member of the Consortium nominated as the member-in-charge by the other members of the Consortium;
- (r) “**Member**”, in case the Consultant consists of consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (s) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (t) “**Personnel**” means persons hired by the Consultant (including but not limited to Core Staff and Additional Staff) or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (u) “**Resident Personnel**” means such Personnel including but not limited to Core Staff and Additional Staff who at the time of being so hired had their domicile inside India;
- (v) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;

- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (x) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (y) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- (z) **“Work Order”** has the meaning ascribed to in Clause 1.1.3(a).
- (aa) **“Work Order Value”** means, in respect of a Work Order or a Supplementary Work Order, as the case may be, an amount equal to the aggregate of the fees payable in respect of the deliverables under such Work Order or Supplementary Work Order, as applicable;
- (ab) **“Yearly Fee Ceiling”** means the fee ceiling specified in respect of each Year in Annex-5.
- (ac) **“Each year from Second Year to Fifth Year”** has the meaning ascribed thereto in Clause 1.1.3(c);
- (ad) **“Supplementary Work Order”** has the meaning ascribed thereto in Clause 5.5.1;
- (ae) **“Taxes”** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied in respect of the performance of the Services under the Applicable Law, excluding any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account;

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

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

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

1.1.3 **Work Order(s)**

- a) The exact scope of Services and deliverables to be provided by the Consultant under the Agreement will be as per/ in accordance with the work order for each year to be issued by the Authority prior to the commencement of concerned year (the **“Work Order”**). The Work Order for each year of the Agreement shall contain detailed provisions regarding the scope of services, staffing level (including the Core Staff and Additional Staff expected to be deployed for performance of the Services), quantum of work required from the

Core Staff and the Additional Staff, a list of approved sub-consultants (based on the list of proposed sub-consultants provided by the Consultant), deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant. Subject to the provisions of this Agreement, the sum of the aggregate fees payable to the Consultant in respect of all Work Orders and Supplementary Work Orders issued during the term of this Agreement shall not exceed the Agreement Value.

- b) The Work Order for the 1st (first) year to be undertaken by the Consultant and to be completed within one (1) year of the Effective Date is set forth at Annex-6 hereto. The deliverables, the monthly milestones in respect of each deliverable and the maximum fee payable in respect of each milestone of every deliverable (as a percentage of the Work Order Value) for the Services to be performed in the First Year is as set forth in the said Annex-6.
- c) In respect of any year after the First Year (the “**Each year from Second Year to Fifth Year(s)**”), the Authority shall at least sixty (60) days prior to the commencement of each year from Second Year to Fifth Year, consult with the Consultant on the level of deployment and effort of the Core Staff and Additional Staff, as applicable, required by the Consultant in respect of each deliverable under the Work Order to be issued by the Authority for the immediately Each year from Second Year to Fifth Year and the division of such person months between the Core Staff and the Additional Staff. The Authority shall also consult with the Consultant regarding identification of the milestones in respect of each deliverable under a Work Order and the maximum fee payable in respect of a milestone of every deliverable to be specified in the Work Order.
- d) The Parties agree that the Yearly Fee Ceiling for any year of the Agreement, as specified in Annex-5 hereto, may be subjected to an increase (upto20%) or decrease, at the time of issuance of the Work Order for the relevant year, in the event the Authority in consultation with the Consultant increases or reduces the level of deployment of Additional Staff as set forth in Annex-2. Notwithstanding anything contained elsewhere, the payment to the Consultant shall at all times be determined on the basis of the actual deployment of the Additional Staff on the Services, but the total payment to Consultant under this Agreement shall in no case exceed the Agreement Value.
- e) The Consultant shall, no later than ninety (90) days prior to each year from Second Year to Fifth Year, also provide to the Authority a list of sub-consultants (together with details of the experience of such proposed sub-consultants) that it proposes to engage in relation to the Services to be rendered in such Each year from Second Year to Fifth Year and also such other details as may be sought for by the Authority.
- f) The Consultant agrees and acknowledges that it would be obliged to undertake the Services set out in any Work Order even if it disputes the quantum of work required from the Core Staff and the Additional Staff, milestones identified or any other particulars as set forth therein. Pending resolution of such dispute in accordance with Clause 9, the Authority will pay for the milestones achieved under such Work Order as per the terms thereof.

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 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 Redevelopment Project Office and offices of the Consultant.

1.9 Authority of Member-in-charge

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

1.10 Authorised 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 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:

.....

.....

Tel:

Mobile:

Email:

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:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable

Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.12 Interpretation

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

- 1.12.1 The singular includes the plural and vice versa and any word or expression defined in the singular's shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender;
- 1.12.2 a reference to any document, agreement, deed or other instrument (including, without limitation, references to this Agreement) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted;
- 1.12.3 a reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;
- 1.12.4 where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning;
- 1.12.5 the words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to this Agreement as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;
- 1.12.6 in the Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Agreement;
- 1.12.7 any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- 1.12.8 the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Agreement;
- 1.12.9a reference to a person (or to a word importing a person) shall be construed so as to include:
 - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental authority (whether or not in each case having separate legal personality);
 - (b) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (c) references to a person's representatives shall be to its officers, personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives;
- 1.12.10 Reference to a "day" shall mean a calendar day.

1.13 Joint and Several Liability; Collective Action by Members

- 1.13.1 In the event the Consultant is a Consortium, the Members shall be deemed to be jointly and severally liable to the Authority for the performance of this

Agreement. Without prejudice to the foregoing, the Authority shall be entitled to terminate this Agreement in the event of any change in the structure or composition of the joint venture consortium, including the Lead Member ceasing to act as such.

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

- (a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to this Agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- (b) consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Lead Member and the Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the *inters e* allocation of payments, works etc. Among the Members;
- (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 1.10 of the Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 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 of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, expire upon the later of (i) expiry of a period of 90 (ninety) days after the acceptance of the final deliverable by the Authority (the Authority will issue a certificate to the effect); and (ii) the expiry of 5 (five) years from the Effective Date

or 7 (seven) years from Effective Date should the Parties mutually agree to extend the Agreement for a further period of 2 (two) years. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

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

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall 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. The Consultant shall not be entitled to claim any costs arising out of such suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

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

- (a) The Performance Security has been encashed and appropriated in accordance with Clause 7.1 and the Consultant fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of

receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- (c) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (d) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (e) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (f) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (g) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

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

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

2.9.3 Cessation of rights and obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

2.9.6 Disputes about Events of Termination

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

3. 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-Consultant(s) or Third Parties.

3.1.2 Terms of Reference

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

3.1.3 Applicable Laws

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

the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

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

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

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

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

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

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

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

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

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is

provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (the "**Confidential Information**"), without the prior written consent of the Authority.

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

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

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that except in case of negligence or 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, with a minimum coverage of Rupees Fifty Lakhs only.
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

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

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

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

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

- (a) appointing such members of the Core Staff and Additional Staff as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall, at all times, remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Services under a Work Order or a Supplementary Work Order shall not exceed twenty percent (20%) of the Work Order Value.
- (d) any other action that is specified in this Agreement.

3.8 Reporting obligations

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

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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively the “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

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

3.11 Providing access to Project Office and Personnel

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

3.12. Accuracy of Documents

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

4. Consultant's Personnel and Sub-Consultants

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Core Staff and Additional Staff are described in the deployment schedule set forth in Annex-2 of this Agreement. The said deployment schedule will be applicable for the First Year, any change(s) therein for the First Year or the Each year from Second Year to Fifth Year(s) shall only be made in accordance with the procedure specified hereinafter in this Clause. The estimate of Personnel costs and person month rates are specified in Annex-3 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference or the Work Order, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased/adjusted by a Supplementary Work Order issued in accordance with terms hereof, provided that any such increase shall not, except as otherwise agreed/provided in this Agreement, cause payments for any year to exceed the Yearly Fee Ceiling or the total payment under this Agreement to exceed the Agreement Fee Ceiling.

4.2.3 The Authority shall prior to the issuance of a Work Order or Supplementary Work Order, in consultation with the Consultant, assess the requirement of Personnel (included level of deployment) for Services to be performed pursuant to a Work

Order or Supplementary Work Order, as the case may be, and the Personnel deployment requirements shall be specified in the Work Order or Supplementary Work Order, as the case may be. Further, the Consultant agrees and acknowledges that, in course of performance of the Services under any Work Order or Supplementary Work Order, as the case may be, the Authority may require changes in the deployment of Personnel (including substitution, removal or addition of any positions or changes in the level of seniority). Such changes in the level of deployment shall be specified through issuance of a Supplementary Work Order.

- 4.2.4 If the Authority finds that any of the Personnel has committed misconduct or has been charged with having committed a criminal action, or if the Authority has reasonable cause to be dissatisfied with the performance or conduct of any of any Personnel, then the Consultant shall, without any additional cost to the Authority, at the Authority's written request forthwith and in any event within a period of three (3) months from the date of the request by the Authority provide a replacement with equivalent qualifications and experience acceptable to the Authority

4.3 Approval of Personnel

- 4.3.1 The Core Staff and Additional Staff as listed in Annex-2 of the Agreement are hereby approved by the Authority. All Personnel (including the Core Staff and the Additional Staff) associated with / deployed for provision of Services shall, at the times, satisfy the qualification and experience criteria/requirements specified in the RFP.

4.4 Substitution of Core Staff

The Authority expects all the Core Staff specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Core Staff except under compelling circumstances beyond the control of the Consultant and the concerned Core Staff. Such substitution shall be limited to not more than two Core Staff subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Core Staff shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the original Core Staff who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20% (twenty per cent) of the total remuneration specified for the Core Staff who is proposed to be substituted.

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 remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person months of service set forth in Annex-2. Any taking of leave by any Core Staff for a period exceeding 7 (seven) days shall be subject to the prior written 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 Team Leader and Project Manager

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. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

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

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

5.2 Access to land and property

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

5.3 Change in Applicable Law

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

5.4 Payment

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

5.5 Supplementary Work Orders

- 5.5.1 The Authority may, from time to time, in consultation with the Consultant, issue a supplementary work order (the “**Supplementary Work Order**”) requiring the Consultant to perform the work set out thereunder. The Authority will discuss with the Consultant on the level of effort of the Core Staff and Additional Staff, as applicable, required by the Consultant in respect of each deliverable under the Supplementary Work Order proposed to be issued by the Authority and the

division of such person months or part thereof between the Core Staff and the Additional Staff. The Authority will also discuss with the Consultant regarding identification of the milestones in respect of each deliverable under such proposed Supplementary Work Order and the maximum fee payable in respect of each milestone of every deliverable to be specified in the Supplementary Work Order. Each Supplementary Work Order shall contain detailed provisions regarding the scope of Services, staffing level, quantum of work required from the Core Staff and the Additional Staff, deliverables and the milestones in respect of each deliverable under such Supplementary Work Order, schedule for submission of deliverables, the maximum fees payable in respect of each milestone, Work Order Value and other such issues in respect of the Services to be performed by the Consultant.

- 5.5.2 The Consultant agrees and acknowledges that it would be obliged to effect the work set out in any Supplementary Work Order even if it disputes the quantum of work required from the Core Staff and the Additional Staff or any other aspects set forth therein. Pending resolution of such dispute in accordance with Clause 9, the Authority will pay for the milestones achieved under such Supplementary Work Order as per the terms thereof in the manner specified under this Agreement.
- 5.5.3 Without prejudice to Clause 5.5.1, the Authority may by way of issuance of a Supplementary Work Order reduce or modify the scope of work set out in an already issued Work Order; provided that any reduction in the scope of work set forth in an already issued Work Order shall not exceed twenty percent (20%) of the Work Order Value of the relevant Work Order. Such Supplementary Work Order shall contain detailed provisions regarding the impact of such variation on the scope of Services, staffing level, quantum of work required from the Core Staff and the Additional Staff, deliverables and the milestones in respect of each deliverable under such Work Order, schedule for submission of deliverables, payment schedule, Work Order Value and other such issues in respect of the Services to be performed by the Consultant under such previously issued Work Order.
- 5.5.4 The Consultant agrees and acknowledges that a Supplementary Work Order issued under Clause 5.5.3 shall be binding on it and it shall be required to perform the Services under the previously issued Work Order as it stands varied by such Supplementary Work Order even if it disputes the effect of such variation on the quantum of work required from the Core Staff and the Additional Staff as set forth in such previously issued Work Order. Pending resolution of such dispute in accordance with Clause 9, the Authority will pay as per the terms of such Work Order as varied by the Supplementary Work Order.
- 5.5.5 In the event any deliverable set forth in a Supplementary Work Order is one which was required to be performed in Each year from Second Year to Fifth Year, the Yearly Fee Ceiling for such Each year from Second Year to Fifth Year shall stand reduced to the extent of the sum payable under the said Supplementary Work Order.
- 5.5.6 The Consultant agrees and acknowledges that any correction/re-performance/performance of defective or omitted Services or any services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Agreement and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

5.6 Extension of time

- 5.6.1 The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Agreement. The Consultant must commence, proceed to carry out and complete the Services in accordance with

timelines stipulated for submission of various deliverables in Annex-6 and any Work Order or Supplementary Work Order with due diligence and expedition.

- 5.6.2 The time period(s) specified in Annex-6 or any Work Order or Supplementary Work Order shall be extended to the extent the Consultant demonstrates to the satisfaction of the Authority that the time required for completion of Services was delayed by reason of any delay which is directly and solely attributable to a breach or default of the Authority.
- 5.6.3 The Consultant shall, within seven (7) days of learning of any cause of delay specified in Clause 5.6.2 above, send a written intimation of the same to the Authority with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affected by such breach or default of the Authority. The Consultant agrees and acknowledges that any extension of time under this Clause 5.6 shall not of itself entitle the Consultant to an adjustment of the rates, the Work Order Value, Yearly Fee Ceiling Agreement Fee Ceiling and/or Agreement Value.

5.7 Suspension of Services by Authority

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement. In consideration of the Services to be provided by the Consultant under this Agreement, the Authority shall make to the Consultants such payments and in such manner as is provided in this Agreement.
- 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.), which does not include the annual

indexation and Additional Costs as detailed in Financial Proposal (the “**Additional Costs**”).

- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 6.1.4 The Consultant shall be paid for its services as per the annual Work Order. For the First Year, the payment schedule will be as per the Annex-6 of this Agreement. The Consultant shall be entitled to raise an invoice on a monthly basis in respect of Services performed in the previous calendar month. Each invoice shall stipulate the completed milestones, and Authority shall be entitled to make payment of all undisputed sums to the Consultant. The invoice shall be submitted in three (3) copies, accompanied by the following documents:
- (a) if not previously submitted, the Monthly Progress Report for the immediately preceding month;
 - (b) evidence of certification of the milestones
 - (c) details of deployment of Personnel (including timesheets and attendance records) and supporting documents. The Consultant shall provide timesheets which shall, for each Personnel, demarcate the person months or part thereof spent by such Personnel on each milestone (including details of whether the Services performed relate to milestones due for completion in the month for which the invoice is raised or whether such Services relate to pending milestones).
- 6.1.5 The sum payable to the Consultant under each monthly invoice shall consist of the staff fees and such sum shall be determined as follows:
- (a) in the event the milestone scheduled for completion in the calendar month for which the invoice has been raised has been satisfactorily completed, the fees payable to the Consultant shall be equal to the lower of (i) fees payable based on actual deployment of the Core Staff and Additional Staff for the Services to complete such milestone, as calculated in accordance with Clause 6.1.6 and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be. For the avoidance of doubt, it is hereby clarified that at the time of raising invoices, the Consultant shall take into account the variations to the quoted personnel rates for the Core Staff and the Additional Staff as envisaged in Clause 6.1.8;
 - (b) in case the milestone that was due for completion in the calendar month for which the invoice has been raised (as per the schedule provided in the Work Order or the Supplementary Work Order, as the case may be), has not been completed (either on account of reasons attributable to the Consultant or otherwise), the fees payable to the Consultant shall be forty percent (40%) of the lower of:
 - (i) the fees payable based on actual deployment of the Core Staff and Additional Staff for the Services performed in relation to such milestone, as calculated in accordance with Clause 6.1.6; or
 - (ii) the percentage of the maximum fee payable for the relevant milestone (as specified in the Work Order or the Supplementary Work Order, as applicable).

Further, the Consultant agrees and acknowledges that the provisions of this sub-clause (b) of Clause 6.1.3 shall be without prejudice to the

Authority's right to levy liquidated damages for delay and/or terminate this Agreement or any other right(s) it may have under Applicable Law.

- 6.1.5.1 Upon satisfactory completion of such milestone, the total fees payable to the Consultant shall be equal to:
- (a) the lower of (i) fees payable based on actual deployment of the Core Staff and Additional Staff for the Services to complete such milestone, as calculated in accordance with Clause 6.1.4; and (ii) maximum fee payable in respect of such milestone as specified in the applicable Work Order or Supplementary Work Order, as the case may be;
 - (b) the fees already paid to the Consultant in respect of such milestone under previous monthly invoices.
- 6.1.6 The fees on the basis of actual deployment shall be calculated individually for each Personnel (Core Staff and Additional Staff, as applicable) deployed in the month for which the invoice is raised and the total fees that may be claimed on the basis of actual deployment of Personnel shall be the summation of such fees for each Personnel.

The Consultant shall submit to the Authority a detailed report showing the time (in person - months) spent by each of the Core Staff and the Additional Staff. The time in person - month(s) spent by any Personnel shall be computed as per the following formula:

$$M = \text{TTS} \div (8 \times 25)$$

where-

M denotes person months;

and

TTS denotes the Total Time Spent in hours during the period for which the invoice is raised;

provided however where $M > 1$, M shall be deemed to be equal to 1.

The fees attributable to each Personnel on an actual deployment basis shall be equal to M multiplied by the monthly rate applicable to such Personnel. For the avoidance of doubt, it is clarified that more than one monthly rate may be applicable depending on whether the benefit of indexation would be available in accordance with the terms of this Agreement. To illustrate, if a Personnel has performed 0.5 person months of work in relation to a pending milestone (for which the benefit of indexation is not available) and 0.3 person months of work in relation to a milestone for which benefit of indexation is available, the fees based on actual deployment shall be as follows:

Total fees = (0.5 x monthly rate applicable for the First Year or Each year from Second Year to Fifth Year in which the relevant milestone was scheduled for completion) + (0.3 x monthly rate as adjusted in accordance with the indexation mechanism).

- 6.1.7 Unless the Authority shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within thirty (30) days of having received the invoice complete in all particulars with relevant supporting documents (the "**Due Date**"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- 6.1.8 The quoted monthly rates for the Core Staff and the Additional Staff set forth in Annex-3 shall be subjected to variation on account of (i) Clause 4.4; and (ii) the annual adjustments on the 1st day of completion of one year from the end of 365 days from the effective date of the contract, based on the indexation mechanism set forth in Annex-8, provided however that, the benefit of indexation would not

be available for any work done in respect of the deliverables beyond the due date of completion thereof, other than where such delay arises pursuant to Clauses 2.7.4, 5.6.2 and 5.7.1. Any invoice raised by the Consultant shall take into account any variation permitted under this Clause 6.1.6.

6.1.9 Subject to adjustment of the rates and Yearly Fee Ceilings in accordance with Clauses 2.6, 5.3, 5.5 and 6.1.8, the Parties agree and acknowledge that at no time shall:

- (a) the fees payable pursuant to Clauses 6.1.4, 6.1.5 and 6.1.6 together exceed the Agreement Fee Ceiling, or in case of fees payable in respect of a Work Order or Supplementary Work Order for any given year, exceed the applicable Yearly Fee Ceiling;
- (b) the aggregate sums payable pursuant to Clauses 6.1.4 and 6.1.5 together exceed the Agreement Value Ceiling, or in case of sums payable in respect of a Work Order or Supplementary Work Order for any given year, exceed the applicable Yearly Fee Ceiling.

6.1.10 The Parties agree and acknowledge that the Authority have no obligation to make, and may withhold, any payment to the Consultant at any time when the Consultant is in material breach of any term or provision of this Agreement. On the payment date next succeeding the date on which all such material breaches have been remedied, the Authority shall make the payments withheld due to such breaches, less any amounts paid by or on behalf of the Authority in an effort to remedy any such breaches or the costs incurred by the Authority as a result thereof.

6.1.11 In case of Additional Staff, payments due will be calculated taking into consideration the actual deployment and the Consultant may adjust the person months of the Additional Staff for a particular month in the subsequent months, if required. However, the total payment towards deployment of Additional Staff for any given year shall not exceed the applicable yearly fee ceiling for Additional Staff for that year. The other payment terms and conditions for the Core Staff and other terms and conditions of the Agreement shall remain unaffected.

6.1.12 The Parties agree that Additional Costs as detailed in Financial Proposal shall be reimbursed to the Consultant by Authority in order to cover travel cost specified therein at actuals; provided that in no event shall the Consultant be entitled to reimbursement of Additional Costs greater than that quoted in Financial Proposal.

6.2 Currency of payment

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

6.3 Mode of billing and payment

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

- (a) A Mobilisation Advance for an amount up to 10% (ten per cent) of the Yearly Fee Ceiling (the “**Mobilisation Advance**”) shall be paid to the Consultant on request for mobilisation expenses, and against a guarantee from a Bank of an amount equal to such advance. Interest shall be payable on the Mobilisation Advance at a rate of ten percent (10%) per annum and the Mobilisation Advance and interest thereon shall be progressively recovered from invoice amounts by pro rata decrements from each of the first twelve (12) invoice amounts (prior to any other deduction that the Authority is entitled to make pursuant to this Agreement) for payments and in any case, in such a manner that the Mobilisation Advance and interest thereon shall be completely recovered from the first twelve (12) invoices raised by the Consultant; provided, however, if any portion of the Mobilisation Advance or interest thereon has not been recovered by the Authority on or prior to payments, if any, to the Consultant in respect of the twelfth (12th) invoice, then the

Authority shall be entitled to recover such shortfall amount from the balance amounts payable to the Consultant under this Contract under subsequent invoices; provided that upon termination of this Contract prior to recovery of the entire Mobilisation Advance (including interest thereon), the balance Mobilisation Advance shall forthwith be recoverable from the Consultant. The aforementioned bank guarantee shall be released to the Consultant upon the recovery of the entire Mobilisation Advance (including interest thereon). If required, the period of the bank guarantee submitted shall be extended by such period as agreed between the Consultant and the Authority such that it remains valid from the date of issue thereof until the date when the Mobilisation Advance and interest thereon is completely adjusted/recovered from payments to the Consultant.

- (b) The final payment under this Clause shall be made only after the final deliverable, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable by the Authority unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (d) Early payment discount. Authority shall be allowed to deduct 0.5% of the invoiced amount if the full invoice raised by consultant is cleared and paid to Consultant within 10 days after receipt of the invoice instead of the Due Date. To illustrate, if Consultant at end of designated month raises an invoice of Rs. 2, 00, 00,000 (two crore) and Authority releases payment within 10 days. Authority will be allowed to deduct 0.5% which is equal to Rs. 1, 00,000 (one lakh) as early payment discount and will credit consultants INR 1, 99, 00,000.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Consultant shall, for the performance of its obligations hereunder during the term of the Agreement, provide to the Authority no later than 30 (thirty) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank, substantially in the form specified at Annex-7 hereto, for a sum equivalent to 5% (five percent) of the Agreement Value (the "**Performance Security**"). Until such time the Performance Security is provided by the Consultant pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Consultant.

- 7.1.2 The Performance Security shall be obtained in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Agreement and the other Members.
- 7.1.3 The Performance Security is to be apportioned against breach of this Agreement by the Consultant or for recovery of liquidated damages as specified in Clause 7.2 In any of the foregoing events, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the Consultant shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 2.9.
- 7.1.4 The Performance Security shall remain in force and effect during the entire term of the Agreement, and shall be released thereafter; provided, however, that the Performance Security shall not be released if the Consultant is in breach of this Agreement. Upon request made by the Consultant for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 7.1.4, the Authority shall release the Performance Security forthwith.

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

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

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

7.2.2 Liquidated Damages for delay

If the Consultant fails to complete a deliverable within the period specified in the applicable Work Order or Supplementary Work Order, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Authority, the Consultant shall pay to the Authority, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point five percent (0.5%) of the applicable Yearly Fee Ceiling for every week of delay in completion of such deliverable. The aggregate maximum of liquidated damages payable to the Authority under this Clause shall be subject to a maximum of five percent (5%) of the applicable Yearly Fee Ceiling.

The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 7.2 for liquidated damages are reasonable, considering the losses and costs that the Authority will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefor. The Parties

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

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

7.2.3 Encashment and appropriation of Performance Security

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

7.3 Penalty for deficiency in Services

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

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

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Authority

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

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

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-2 of RFP)

Annex-2

Deployment of Personnel
(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs
(Refer Clause 4.2)

(Reproduce as Financial Proposal)

Annex-4

Approved Sub-Consultant(s)
(Refer Clause 4.7)

(Reproduce as per Form-14 of Appendix-I)

Annex-5

Cost of Services
(Refer Clause 6.1)

(Reproduce as per Financial Proposal)

A. Work Order for First Year
(Refer Clause 1.1.3(b))

B. Payment Schedule for First Year

(Refer Clause 6.3)

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
KD 0	Signing of Agreement	D	Nil
KD 1	RPO set up and Inception <ul style="list-style-type: none"> • 100% Core Staff mobilisation • Resource plan submission • Review of existing structure plan and strategies for expansion and re development programme • Finalisation of all requisite approvals • Stakeholders engagement • Documentation of existing land use and change in land use required for redevelopment project. • Inception report submission 	D+ 1	1 %
	<ul style="list-style-type: none"> • Technical Assistance documentation as listed in monthly progress report 		
KD 2	Preparation of concept Master Plan <ul style="list-style-type: none"> • Draft development programme (land use level) • Infrastructure demand assessment • Concept Master Plan and stakeholder workshop 	D+ 2	7 %
	Technical Assistance documentation as listed in monthly progress report		
KD 3	Preparation of draft Master Plan <ul style="list-style-type: none"> • Final infrastructure demand assessment and sourcing plan • Draft Master Plan • Refined development programme (land use level) 	D+ 3	8%
	Technical Assistance documentation as listed in monthly progress report		
KD 4	Final Master Plan <ul style="list-style-type: none"> • Final development programme • Trunk infrastructure plan • Redevelopment plan • Land use plan • Phasing Plan • Construction schedule 	D+ 4	9%

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
	<ul style="list-style-type: none"> • Draft preliminary costing • Outline of RFP for hiring of preliminary engineering and architecture firm 		
	Technical Assistance documentation as listed in monthly progress report		
KD 5	Preparation and submission for statutory approvals and permits Listed in clause 3.3 (iii) of TOR: <ul style="list-style-type: none"> • Master plan approval by DDA • Water requirement approval by DJB • Power sourcing approval by Delhi Transco/ relevant agency • Building Height Approval by AAI • Traffic and transportation approval by DDA • Final RFP for engagement of PEA Consultant 	D+ 5	9%
	Technical Assistance documentation as listed in monthly progress report		
KD 6	<ul style="list-style-type: none"> • Draft schematic design and concept floor plans • Preliminary project costing • Draft phasing strategy • Submission of revised master plan after incorporating all changes as suggested by statutory authorities if any. 	D+ 6	8%
	Technical assistance documentation as listed in monthly progress report		
KD 7	Draft preliminary costing, Project structuring and Project funding and Project phasing documentation	D+ 7	5%
	Technical assistance documentation as listed in monthly progress report		
KD 8	<ul style="list-style-type: none"> • Final schematic design • Submission of execution philosophy, standard operating procedures and quality assurance plans 	D+ 8	8%
	Technical assistance documentation as listed in monthly progress report		

Key Date No	Description of Deliverables	Duration (months)	Payment (%)
KD 9	<ul style="list-style-type: none"> Final work plan for next year indicating and prioritizing critical steps for effective and timely implementation of the identified projects. 	D+9	5%
	Technical assistance documentation as listed in monthly progress report		
KD 10	<ul style="list-style-type: none"> Manual for construction procedures including Quality, Health, Safety, fire safety, Environmental Health procedures and change management approvals and consent/approvals from concerned agencies. 	D+ 10	5%
	Technical Assistance documentation as listed in monthly progress report		
KD 11	<ul style="list-style-type: none"> Risk Management Plan covering – risk identification, qualitative risk analysis, risk response, risk monitoring and control. 	D+ 11	5%
	Technical Assistance documentation as listed in monthly progress report		
KD 12	<ul style="list-style-type: none"> Draft format for tender documents for engagement of Contractor to undertake the redevelopment works DBR (Design Basis Report) for MEP & Structure Design 	D+ 12	30%
	Technical assistance documentation as listed in monthly progress report.		

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

Notes:

- The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*
- All Deliverables as applicable shall first be submitted as draft for comments of the Authority. The Authority shall endeavor to provide their comments within 7 calendar days.*

Bank Guarantee for Performance Security
(Refer Clause 7.1.)

To

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

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

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

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

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

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period

of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

Annex-8

Indexation Mechanism

1. Person month rates for Core Staff and Additional Staff shall be indexed for each year from Second Year to Fifth Year in the month of April (and the first time, with effect from the April after the first anniversary of the Effective Date).

2. Adjustment shall be made by applying following formula:

$$PMR^N = (PMR^{N-1}) \times (CPI^N / CPI^{N-1}) \text{ Where:}$$

PMR^N: Person month rate for next year

PMR^{N-1}: Person month rate for previous year

CPI^N – Consumer Price Index for relevant year published by Reserve Bank of India for Delhi

CPI^{N-1} – Consumer Price Index for previous year published by Reserve Bank of India for Delhi.

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;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (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 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

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

Sub: Appointment of Consultant for Master Planning and Programme Management for the Redevelopment of AIIMS campus at New Delhi Project

Dear Sir,

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

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

practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Leads/Managers/employees.[§]
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft or Bank Guarantee (As per clause 2.20.1 of instructions to applicant) is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

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

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

Yours faithfully,

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

APPENDIX-I

Form-2A

Particulars of the Applicant

1.1	Title of Consultancy: PREPARATION OF MASTER PLAN AND PROGRAMME MANAGEMENT
1.2	Title of Project: REDEVELOPMENT OF AIIMS NEW DELHI CAMPUS
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 Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:

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

	(Signature, name and designation of the authorised signatory) For and on behalf of
--	---

APPENDIX-I

Form-2B

Format of Joint Bidding Agreement

(in case the Applicant is a Consortium)

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

- (A) All India Institute of Medical Sciences, New Delhi (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Applications**”) by its Request for Proposal No. dated(the “**RFP**”) for appointment of Consultant for master planning and programme management for redevelopment of AIIMS campus at New Delhi (the “**Consultancy**”).
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium (the “**Members**”) and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Consultancy, and
- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into this Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

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

5. Joint and Several Liability

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

6. Member in Charge or Lead Member

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

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

7. Representation of the Parties

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

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

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

8. Termination

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

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,
.....
.....
.....

Dear Sir,

Sub: RFP for Consultant: Project

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

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

[§]Please strike out whichever is not applicable

APPENDIX-I

Form-4A

Power of Attorney for Authorised Representative

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

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

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

APPENDIX-I

Form-4B

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

(To be executed by all members of the Consortium)

Whereas the All India Institute of Medical Sciences (AIIMS), New Delhi (the "Authority") has invited proposals for selection of consultant for master planning and programme management for redevelopment of AIIMS campus at New Delhi, (the "Consultancy").

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

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

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

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

SIGNED, SEALED & DELIVERED

For and on behalf of

LEAD MEMBER by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

THIRD PART by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

Sr. No.	Financial Year	Annual Revenue[‡] (Rs/US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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

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

APPENDIX-I

Form-6

Particulars of Core Staff

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

^{*}Refer Form 9 of Appendix I Experience of Core Staff

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

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

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

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

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

APPENDIX-I

Form-8

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

Sr.No	Name of Project[§]	Name of Client	Built-up Area of Project	Estimated capital cost of project (in Rs. cr./ US\$ million)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

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

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

Certificate from the Statutory Auditor[§]

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Core Staff[§]

(Refer Clause 3.1.4)

Name of Core Staff:

Designation:

Sr. No	Name of Project [§]	Name of Client	Built-up area of projects (in square meter)	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Core Staff worked	Designation of the Core Staff on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

[§] Use separate Form for each Core Staff.

^{§§} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

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

APPENDIX-I

Form-10

Eligible Assignments of Applicant
(Refer Clause 3.1.4)

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

Notes:

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

APPENDIX-I

Form-11

Eligible Assignments of Core Staff
(Refer Clause 3.1.4)

1	Name of Core Staff:	
2	Designation of Core Staff:	
3.	Name of the Project:	
4.	Area of Project or other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Core Staff (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
10.	Start date of the services (month/year):	
11.	Finish date of the services (month/year):	
12.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Core Staff)		

Notes:

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

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Core Staff

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

Name of project	Description of responsibilities

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

Certification:

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

(Signature and name of the Core Staff)

Place.....

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

Notes:

1. Use separate form for each Core Staff and Additional Staff
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I for Core Staff.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
4. Relevant documents in support of information furnished above must be enclosed along with this form.

APPENDIX-I

Form-13

Deployment of Personnel

A. Deployment Schedule

Sr. No.	Designation	Name	Man Days		<u>Month Numbers</u>													
			At Project Site	Away from Project Site (specify)	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>		

B. Staffing Plan for Core Staff (RPO)

(Person months for each year of the 5 years)

Sr. No	Key Personnel	Year 1	Year 2	Year 3	Year 4	Year 5	Total Months
1	Team Leader	12	12	12	12	12	60
2	Deputy Team Leader and Design Coordination Manager	12	12	12	12	12	60
3	Urban Planner	8	8	8	8	8	32
4	Healthcare planner	8	8	8	8	8	32
5	Programme Controls manager & Programme Cost Manager	12	12	12	12	121	60
6	Programme Procurement/Agreement Manager	12	12	12	12	12	60

- *The duration stated are best estimates based on current scope of the Project and Authority's needs. As the Programme evolves, some Core Staff positions may be changed / replaced with new positions or new Core Staff positions may be added. All changes to Core Staff will be decided by mutual consent of the Consultant and the Agreement and be part of future work orders.*

B. Staffing Plan for Additional Staff

(Person months for First Year)

* Assessment of the requirement of the Additional Personnel shall be made at the time of finalisation of annual work orders in consultation with the consultant.

* Payment to the consultant shall take into consideration the actual deployment of the Additional Personnel and shall be in accordance with the provisions of the Standard Form of Contract in of this RFP.

Sr. No.	Functional Role / Discipline	Lead	Principal	Senior Professional	Total person months per year
1	Healthcare planner/ Architect	2	8	16	26
2	Architect/ Designer (clinical)	4	6	8	18
3	Architect/ Designer (residential)	4	6	8	18
4	Architect/ Designer (academic)	2	4	4	10
5	BIM Expert	6	8	16	30
6	Urban Design and Planning	2	8	16	26
7	Landscape Architecture	2	8	16	26
8	Cost Management (Quantity Surveying)	4	6	10	20
9	Contracts Management	3	8	16	27
10	Health & Safety	3	1	1	5
11	Programme/Projects Planning & Scheduling	6	8	16	30
12	Project Design Management	6	8	16	30
13	Structural Engineering	4	2	2	8
14	Hospital MEP expert	6	8	16	30
15	Heating Ventilation and air Conditioning (HVAC) Engineering	3	4	8	15
16	Electrical Engineering/Mechanical Engineering	3	4	8	15
17	ICT expert	6	8	16	30
18	Civil Engineering	6	8	16	30
19	Construction Management	2	0	0	2
20	Transportation Planning	6	8	16	30
21	Environmental expert	6	8	16	30
22	LEED/Green Buildings Expert	6	8	16	30
23	Water Resources and Management	6	8	16	30
24	GIS expert/AutoCAD expert	6	8	16	30
25	Health Equipment Procurement Expert	4	8	12	24

Sr. No.	Functional Role / Discipline	Lead	Principal	Senior Professional	Total person months per year
26	Administration/ IT Support/ Document Control	6	8	16	30
Total		114	169	317	600

** The above estimate for person month is indicative and for bidding purpose only. The actual deployment will depend on project needs and can be full time or part time.

**C. Staffing Plan for Additional Staff
(Person months for each year from 2nd to 5th year)**

* Assessment of the requirement of the Additional Personnel shall be made at the time of finalisation of annual work orders in consultation with the consultant.

* Payment to the consultant shall take into consideration the actual deployment of the Additional Personnel and shall be in accordance with the provisions of the Standard Form of Contract in of this RFP.

Sr. No.	Functional Role / Discipline	Lead	Principal	Senior professional	Total person months per year
1	Healthcare planner/ Architect	2	8	16	26
2	Architect/ Designer (clinical)	4	6	8	18
3	Architect/ Designer (residential)	4	6	8	18
4	Architect/ Designer (academic)	2	4	4	10
5	BIM Expert	6	8	16	30
6	Urban Design and Planning	2	8	16	26
7	Landscape Architecture	2	8	16	26
8	Cost Management (Quantity Surveying)	6	8	16	30
9	Contracts Management	6	8	16	30
10	Health & Safety	6	8	16	30
11	Programme/Projects Planning & Scheduling	6	8	16	30
12	Project Design Management	6	8	16	30
13	Structural Engineering	6	8	16	30
14	Hospital MEP expert	6	8	16	30
15	Heating Ventilation and air Conditioning (HVAC) Engineering	6	8	16	30
16	Electrical Engineering/Mechanical Engineering	6	8	16	30
17	ICT expert	6	8	16	30
18	Civil Engineering	6	8	16	30
19	Construction Management	6	8	16	30
20	Resident Engineer (Construction)	6	8	16	30
21	Transportation Planning	6	8	16	30
22	Environmental expert	6	8	16	30
23	LEED/Green Buildings Expert	6	8	16	30
24	Water Resources and Management	6	8	16	30
25	GIS expert/AutoCAD expert	6	8	16	30
26	Health Equipment Procurement Expert	4	8	14	26

Sr. No.	Functional Role / Discipline	Lead	Principal	Senior professional	Total person months per year
27	Administration/ IT Support/ Document Control	6	8	16	30
Total		140	208	402	750

** The above estimate for person month is indicative and for bidding purpose only. The actual deployment will depend on project needs and can be full time or part time.

APPENDIX-I

Form-14

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Note:

1. Use separate form for each Sub-Consultant

APPENDIX-I

Form-15

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

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

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

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

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

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

Name of the audit firm:

Seal of the audit firm:

Date:

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

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

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

APPENDIX-II

Notes for Financial Proposal

1. Applicants are advised to carefully read and fully agree the instructions before submitting the Financial Proposal.
2. The financial proposal shall be digitally submitted through CPP Portal on the website www.eprocure.gov.in and shall be digitally signed by the applicant's authorized representative before submitting.
3. Escalations on Person Month Rates will be applicable from year 2 (two) in accordance with the procedure prescribed in Annex-8 of the Agreement.
4. The financial evaluation shall be based on the Financial Proposal, excluding Additional Costs. The Agreement Fee Ceiling for all the five years aggregated together shall, therefore, be the amount for purposes of evaluation. Additional Costs (E) in Financial Proposal shall not be reckoned for purposes of financial evaluation.
5. The reimbursement of expenses shall be limited to the amounts indicated in the Financial Proposal.
6. All other charges not shown here like cost of sub-consultants, surveyors, insurance premium, travel costs not detailed herein, office expenses, etc. are considered included in the Person Month Rates.
7. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws deducting taxes if any.
8. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man days spent on the Consultancy.
9. Person Month Rates shall be based on a workday of 8 hours considering that there shall be 25 working days in a calendar month.
10. **The following Financial Proposal form is for illustration of contents of financial proposal. Applicants must download the excel file from www.eprocure.gov.in from the financial proposal tab and fill the financial proposal in the downloaded excel sheet only and upload the filled sheet only. In no case should the financial proposal be included with the technical bid.**

Validate

Print

Help

Tender Inviting Authority: <Director, All India Institute of Medical Sciences, New Delhi>

Name of Work: <RFP for Selection of Master Planning and Programme management Consultant for Re-development of AIIMS Campus-New, Delhi>

Contract No: < AIIMS/PMU/MP-01/2019-20>

Name of the Bidder / Bidding Firm / Company :	
--	--

FINANCIAL PROPOSAL

(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBE R #	TEXT #	NUMBER #	NUMBER	NUMBE R #	NUMBER	NUMBER	NUMBE R	NUMBE R	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Person Months for First Year	Person Months for each year from Second Year to Fifth Year	Person Month Rates in INR	Yearly Fee Ceiling for First Year	Yearly Fee Ceiling for Second Year	Yearly Fee Ceiling for Third Year	Yearly Fee Ceiling for Fourth Year	Yearly Fee Ceiling for Fifth Year	Tax in % (As applicable)	TOTAL excluding Tax	TOTAL including Tax	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	A. Standard Schedule of Rates for RPO Core Staff												

1.01	Team Leader	12.00	12.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
1.02	Deputy Team Leader and Design Coordination Manager	12.00	12.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
1.03	Urban Planner	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
1.04	Healthcare Planner	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
1.05	Programme Controls manager & Programme Cost Manager	12.00	12.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
1.06	Programme Procurement/Agreement Manager	12.00	12.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2	B. Standard Schedule of Rates for Additional Staff (Lead Level)												
2.01	Healthcare Planner/ Architect	2.00	2.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.02	Architect/ Designer (clinical)	4.00	4.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.03	Architect/ Designer (residential)	4.00	4.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.04	Architect/ Designer (academic)	2.00	2.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.05	BIM Expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

2.06	Urban Design and Planning	2.00	2.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.07	Landscape Architecture	2.00	2.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.08	Cost Management (Quantity Surveying)	4.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.09	Contracts Management	3.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.10	Health & Safety	3.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.11	Programme/Projects Planning & Scheduling	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.12	Project Design Management	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.13	Structural Engineering	4.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.14	Hospital MEP expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.15	Heating Ventilation and air Conditioning (HVAC) Engineering	3.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.16	Electrical Engineering/Mechanical Engineering	3.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.17	ICT Expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.18	Civil Engineering	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.19	Construction Management	2.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

2.20	Resident Engineer (Construction)		6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.21	Transportation Planning	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.22	Environment Expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.23	LEED/Green Buildings Expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.24	Water Resources and Management	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.25	GIS Expert/AutoCAD expert	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.26	Health Equipment Procurement Expert	4.00	4.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
2.27	Administration/IT Support/Document Control	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3	C. Standard Schedule of Rates for Additional Staff (Principal Level)												
3.01	Healthcare Planner/Architect	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.02	Architect/Designer (clinical)	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.03	Architect/Designer (residential)	6.00	6.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.04	Architect/Designer (academic)	4.00	4.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

3.05	BIM Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.06	Urban Design and Planning	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.07	Landscape Architecture	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.08	Cost Management (Quantity Surveying)	6.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.09	Contracts Management	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.10	Health & Safety	1.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.11	Programme/Projects Planning & Scheduling	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.12	Project Design Management	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.13	Structural Engineering	2.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.14	Hospital MEP Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.15	Heating Ventilation and air Conditioning (HVAC) Engineering	4.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.16	Electrical Engineering/Mechanical Engineering	4.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.17	ICT Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.18	Civil Engineering	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

3.19	Construction Management		8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.20	Resident Engineer (Construction)		8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.21	Transportation Planning	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.22	Environment Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.23	LEED/Green Buildings Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.24	Water Resources and Management	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.25	GIS Expert/Auto CAD expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.26	Health Equipment Procurement Expert	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
3.27	Administration/IT Support/Document Control	6.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4	D. Standard Schedule of Rates for Additional Staff (Manager Level)												
4.01	Healthcare planner/Architect	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.02	Architect/Designer (clinical)	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

4.03	Architect/ Designer (residential)	8.00	8.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.04	Architect/ Designer (academic)	4.00	4.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.05	BIM Expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.06	Urban Design and Planning	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.07	Landscape Architecture	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.08	Cost Management (Quantity Surveying)	10.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.09	Contracts Management	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.10	Health & Safety	1.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.11	Programme/Proje cts Planning & Scheduling	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.12	Project Design Management	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.13	Structural Engineering	2.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.14	Hospital MEP Expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.15	Heating Ventilation and air Conditioning (HVAC) Engineering	8.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.16	Electrical Engineering/Mec hanical Engineering	8.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.17	ICT Expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

4.18	Civil Engineering	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.19	Construction Management		16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.20	Resident Engineer (Construction)		16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.21	Transportation Planning	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.22	Environment Expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.23	LEED/Green Buildings Expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.24	Water Resources and Management	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.25	GIS expert/AutoCAD expert	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.26	Health Equipment Procurement Expert	12.00	14.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only
4.27	Administration/IT Support/Document Control	16.00	16.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	INR Zero Only

4.28	E. ADDITIONAL COSTS (not included in evaluation) Unit cost for International travel from firm's office outside India to the Redevelopment Project Office at AIIMS, New Delhi for Expatriate personnel only: - restricted to two return economy class tickets for each Expatriate Core Staff - restricted to two return economy class tickets for up to 12 man months of each Functional Role / Discipline being fulfilled by an expatriate personnel in case of additional staff	1.00	1.00	0.00							0.00	0.00	INR Zero Only
Total in Figures	(Agreement Fee Ceiling/Agreement Value)										0.00	0.00	Zero Only
Quoted Rate in Words	INR Zero Only												