



No. NCCF/RAIPUR/BUSS./2022-23/64

Date: 20.09.2022

REQUEST FOR PROPOSAL (RFP)

National Cooperative Consumers' Federation of India Ltd. (NCCF), Raipur Branch, invites Request for Proposal (RFP) from its registered suppliers/empanelled business associates for participating in e-tender floated by Chattisgarh Medical Services Corporation Ltd. for appointment of Project Management Consultant (PMC) for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance during defect liability period on Quality Cost Based Selection (QCBS) methodology for the project in which the works would be as follows.

1. Construction of Government Medical College at Korba, Chhattisgarh
2. Construction of Government Medical College at Mahasamund, Chhattisgarh
3. Construction of Government Medical College at Kanker, Chhattisgarh.

Non-Empanelled bidders may participate in bidding process but they will have to get themselves registered with NCCF Raipur branch along with all necessary documents for empanelment. However, preference for work will be given to Empanelled Business Associates.

- **Name of work:** Appointment of Project Management Consultant (PMC) for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance during defect liability period on Quality Cost Based Selection (QCBS) methodology
- **Estimated Cost of Work:** Rs. 689.91 Crores only
- **Tender Fee Cost:** Rs.10,000 (Non-refundable).
- **Earnest Money Deposit (EMD):** Rs. 50 Lakhs (To be deposited online or by DD in favour of MD NCCF, payable at Delhi)
- **Last Date and time for submission of bids:** Friday, 16.10.2022 up to 11.00 AM.
- **Date and time of Opening of Technical Bids:** Friday, 16.10.2022 at 02.00 PM.
- **Address for submission of bids:** Branch Manager, NCCF Raipur, 13-A, Ravi Nagar, Shukla Colony, Raipur, Chattisgarh – 492001

Note:

The bids submitted shall consist of all pages of Tender document of Client Department and NCCF Construction Guidelines October, 2020 signed on each page by Authorized Signatory with Seal of Firm, along with documents in support of eligibility criteria as per NCCF Construction Guidelines, issued in October, 2020. All the documents shall be enclosed and sealed in an envelope labelled as "Technical Bid". Financial bid shall be submitted in a Separate sealed Envelope and must have written "Financial Bid" on the envelope. **The rates shall be quoted in % (percentage) of Probable Project Amount.** Both the sealed envelopes of bids shall be enclosed in a big sealed envelope which must have following words written on it, "Bid for (Name of Work)" and must have Seal and Signature of Authorized Signatory along with date of submission on the main Envelope.

Cont. to Page 2..

- All the bidders will be bound to accept the Tender Conditions of Client Department along with NCCF's Tender conditions/guidelines. Non-compliance of this shall result into treating the bid as invalid. An affidavit duly signed by authorized signatory of firm on Rs.100 valid stamp paper shall be submitted along with Tender Documents in support of this. The affidavit must consist of the following:

"We accept all the Tender Conditions of Chattisgarh Medical Services Corporation Ltd., along with NCCF Construction Guidelines issued in October 2020 in regards to e-tender floated by Chattisgarh Medical Services Corporation Ltd. for Appointment of Project Management Consultant (PMC) for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance during defect liability period on Quality Cost Based Selection (QCBS) methodology at Korba, Mahasamund and Kanker in Chattisgarh."

- The Bid shall be accompanied by a covering letter in support of submission of bid duly signed by the authorized signatory of the bidding firm (Power of Attorney to be enclosed, if any), addressed to the Branch Manager of NCCF and containing Name of work. Tender No. Date, Name of signatory and firm. Non-compliance shall result into being bid treated as invalid.
- The bidder shall give a declaration that they have not been blacklisted by any Central or State Government Department/ PSU/ Autonomous body etc.
- The bidder shall also enclose a list of their ongoing Government works with Cost of work, Amount of work pending, and Date of award of work, Name and address of Engineer In charge/Department etc. duly signed and stamped for assessment of liability.
- In case of empanelled architect, the rates quoted shall not be higher than the rates accepted by them at the time of empanelment.
- NCCF will be at liberty to distribute the work (40% maximum) among all the technically eligible bidders (bidders who qualify the eligibility criteria) at the lowest accepted rates.
- All the other terms & conditions will be as per the Notice Inviting Tender (NIT).
- Conditional bids will not be considered. NCCF reserves the right to accept or reject any bid without assigning any reason thereof.

Sd/-
(Adarsh Yadav)
Branch Manager

Enclosed:

- NCCF Construction Guidelines, 2020
- Detailed copy of NIT

**NCCF
HO
DELHI**

Ref. No: NCCF/HO/BUS/2020-21/

Date: 29th Sep, 2020

To,
The All Branch Managers
NCCF

Sub: - System Improvement Measures for Construction Works/Projects taken up by NCCF.

- Ref: - 1. CVC letter no. IE/2017-18/ENE/359415 dated 06.10.2017 and letter no. 07-18-Z-08-ESW- 21/452611 dated 17.06.2020
2. NCCF business guidelines clause 6.28-guidelines for Housing/Building construction projects.

In ref to above following guidelines are being issued for System Improvement, Ensuring Quality, Proper Supervision and Transparency for Construction Works/ Projects. Immediate compliance shall be ensured by all NCCF Units.

- 1- All steel to be used on project sites for Reinforcement or any other activity shall only be from BIS Approved Primary Producers using Iron Ore as Raw Material such as SAIL, RIPL, TISCO, JINDAL, ESSAR, JSW makes only.
- 2- Cement shall only be used from reputed manufactures having BIS approval such as ACC, Ultra Tech, Shree Cement, Ambuja, Jaypee, CCI, JK Cement only.
- 3 Each project site must have Test lab for Concrete Strength testing .Concrete Cubes must be tested for strength regularly and kept at site with records in Testing Register to be maintained at site as per standard Testing procedures. Soil Testing must have been done for preparation of Structural Drawings etc.
- 4 Branch Manager shall ensure that sample Test of Cement, Concrete , Steel, Electric wires, Electric switches to be got down from NABL Accredited Test Labs and records shall be maintained.
- 5- All Electrical items to be provided on site shall be BIS approved . The items

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shall be of Standard make such as Crompton Greaves (P) , Havells, Philips, Bajaj, Schneider , Siemens, Anchor (Switches only) , Legrand (Switches only). L & T, Wipro NW (Switches, bulb only), Orpat (Switches only) , Simon(Switches only) , GM Modular(Switches only), ABB, Finolex (For cables only), KEI (For cables only) , Polycab (For cables only), CCI (For cables only) , Gloster (For cables only), Universal (For cables only), Voltas (AC and Refrigerator only) , HPL, Blue Star (AC only), LG (For Acs , Refrigerator only), Career (Ac only), Exide (For Battery), Eveready (For Battery) , Amar Raja (For Battery), HBL Power (For Battery only). For Lifts/ Escalators- KONE, Schindlers, Otis, Thyssenkrupp and Hitachi only. The PVC pipe for underground wiring shall be of Medium grade BIS approved. Solar panels shall be from MNRE approved makes only.

6- Sieve Tests to be performed as per standard procedure by NCCF Supervisor/ Chartered Engineer/ PMC for every batch of aggregate/crushed stone/ sand received at site and record to be maintained in Daily Progress Book (DPB) and Test Record Register.

7- Receipt of every Batch/ Truckload of construction material such as cement, steel, aggregate, sand etc to be witnessed and certified by NCCF Supervisor/ Chartered Engineer/ PMC and record to be maintained in Daily Progress Book (DPB) and Material Register..

8- Pipes for water supply, Electrical Earthing etc shall be as per specification of vendor and shall be BIS approved only.

9- Business Associate shall provide an Information Board at site having minimum size of 3x2 ft firmly Fixed in the ground throughout the project construction stage. The Board must have following information-

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD (NCCF)

1- Name of Project-

2- Sanctioned Cost-

3- Name of Owner Department-

4- Name of Contractor-

5- Date of Start of Project-

6- Date of Completion-

7- Name and Phone No of NCCF Project (Branch) Manager-

8- Name and Address of NCCF Branch-

10- NCCF Supervisor/ Chartered Engineer/ PMC shall daily update the DPB (Daily Progress Book) and must record the activity carried out on site, Number of Labour available and working, Details of any Material received at Site (Material shall be kept in the custody of Business Associate and shall not be allowed to be



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E-mail No. D/311/19

taken away from the site for any reason without the permission of NCCF Supervisor). No material shall be used at site which is as not been Certified/Inspected by NCCF Supervisor/ Chartered Engineer/ PMC. The DPB shall be Signed Daily by the NCCF Supervisor/PMC/Chartered Engineer on Site in the Evening when the working hours are over. NCCF Engineer/ Branch Manager / Senior officers during site visit shall Counter Sign the Site Progress Register and Supervisors DPB and must record their observations of site/ any shortcomings/ any Corrective measures to be adopted etc.

PROFORMA FOR DAILY PROGRESS BOOK-

NCCF CONSTRUCTION SITE DAILY PROGRESS BOOK	
DATE.....	
PROJECT SITE....	
NAME OF SUPERVISOR/JE/Engineer	
1-Number of Labour Available on site and working...	
2-No of Masons working...	
3-Details of Activity Carried out during the Day	
4-Details of Material Received at Site	
Signatures of Supervisor/ JE/Engineer	

11- The Business Associate eligible for any Construction project shall have an experience of satisfactory completion of similar Nature of single work (minimum 90% complete) which must be of value equal to 25% or more or 2 works each of 20% or more of total value (minimum 90% complete) of the Estimated cost of the project in last 5 years either of any Government/PSU/Government Organization, Municipal Corporation/Reputed Builders/Pvt. Ltd. Companies etc. The completion certificate shall be issued by the Executive Engineer rank officer of the Department concerned in case of Government Department. In case of experience from Private Organizations, sufficient proof of work order and payments received by the bidder for the said work (Form 26 AS etc) must also be provided besides completion certificate from the authorized signatory of the client.

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Shri. Bhattacharya
Advocate
23, Lawyer's Chambers
Delhi High Court
New Delhi - 110005
En. No. 07310/151

12- For all the works, offer shall be invited from the bidders as per the existing guidelines by issuing NIT on NCCF website. In case the bidder is an empanelled vendor then single bid may be considered and in case of non-empanelled bidders a minimum of 2 valid bids must have been received otherwise the tender shall be retendered for at least one more time.

13- In case of joint ventures, the major partner must have atleast 60% of the desired experience (eligibility criteria) and other partner must have atleast 20% of the required experience. Combined experience of all the JV partners shall not be less than 100% of the required experience. There must not be more than 3 JV partners for a particular work.

14- All the Offers/Tenders for all the works of NCCF (construction or other) shall be invited through NCCF website as approved in NCCF Business Guidelines. The minimum period of NIT shall be 2 weeks and in special conditions lesser period may be allowed depending on the time allowed by the client department for submission of tender etc. Reasons for lesser time shall be clearly recorded by the concerned Branch Managers in the tender cases.

15- The non-empanelled bidders bidding for any Work/Job of NCCF shall submit an EMD by way of DD, Online Payment equal to an amount of 2% of tender value upto Rs. 50Lakhs and 1% for the tender value above 50Lakhs with a minimum amount of Rs. 1Lakh or as per the requirement of client in case specified by client. The EMD of successful tenders shall be convertible to Performance Guarantee (P.G.). The successful bidder (Empanelled and non-empanelled both for construction works) shall deposit P.G. in the form of Bank Guarantee/FDR/DD equivalent to an amount of 2.5% of the accepted tender value in case of empanelled vendors and 5% in case of non-empanelled vendors. Besides P.G., an amount equal to 5% of every running and final bill shall be kept as Security Deposit (S.D.) money by NCCF, as a security for trouble free services and shall be paid to the vendor 50% after six months of completion of the work, and balance 50% after 12 months of completion without any interest. In case of withdrawal of offer by the lowest bidder after opening of the financial bid, the EMD shall be forfeited by NCCF. In case of Substandard Performance of the project, if the vendor does not sets it right in the notified period, NCCF shall have the right to get it rectified from other sources and the cost shall be adjusted against the S.D. money. The Demand Draft of EMD of successful bidder shall be got encashed by NCCF. No interest shall be paid at the time of Refund/Payback.

16- In case of non-performance, delay in execution or substandard quality of the project the penalty in the form of liquidated damages (L.D.) at the rate of 0.5% per week on the balance Work/Defective Work till rectification shall be levied by NCCF to a maximum amount of 10% of the agreement value.

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17- Concerned Branch Manager shall be the Controlling/Executing officer of the project and shall be responsible for the successful completion of the entire project.

18- The Empanelment of all Business Associates (including Construction Projects etc.) shall be done as per existing clause no. 2.2.5 of Business Guidelines. The Empanelment fees shall be refundable and as under-

Category of Branch	Amount (Rs.)
A	50,000.00
B	25,000.00
C	15,000.00

The Performance of all Empanelled Business Associates shall be reviewed after every 2 years and Business Associates who have not taken part in Business Activities such as participation in Tenders etc. shall be delisted. The margin for all construction works shall be 6%.

This issues with the approval of MD, NCCF.

Copy to:

MD, NCCF- For Kind information please

CVO-For Kind information please

DM (A&F) - For information and implementation please



(Shaukat Ali)
General Manager(C)

Noted
[Signature]
15/11/2022

Anjoo Bnattacharya
Advocate
103, Lawyer's Chambers
Delhi High Court
Delhi-110003
No. D/310/1988

Request for Proposal

Chhattisgarh Medical services Corporation Ltd. invites Request For Proposal online through e-tender portal i.e. www.eproc.cgstate.gov.in from Central Public Sector Enterprises for appointment of Project Management Consultant for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance during defect liability period **on Quality Cost Based Selection (QCBS) methodology** for the project in which the works would be as below: -

1. **Construction of Government Medical College at Korba, Chhattisgarh,**
2. **Construction of Government Medical College at Mahasamund, Chhattisgarh,**
3. **Construction of Government Medical College at Kanker, Chhattisgarh.**

The tentative cost of the project is **Rs. 689.91 Crore only.**

**Managing Director
CGMSC Ltd.**

CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.
NORTH- WEST COMMERCIAL COMPLEX, SECTOR- 27, NAVA RAIPUR,
ATAL NAGAR, CHHATTISGARH

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CHHATTISGARH MEDICAL SERVICES CORPORATION LTD.
NORTH- WEST COMMERCIAL COMPLEX, SECTOR- 27, NAVA RAIPUR.
ATAL NAGAR, CHHATTISGARH

No. _____

Date: -----

Chhattisgarh Medical services Corporation Ltd. invites Request For Proposal online through e-tender portal i.e. www.eproc.cgstate.gov.in from reputed agencies for appointment of Project Management Consultant for Planning, Designing, Construction, Furniture, IT (Networking) and maintenance during defect liability period on **Quality Cost Based Selection (QCBS) methodology** for the project in which the works would be as below: -

1. **Construction of Government Medical College at Korba, Chhattisgarh,**
2. **Construction of Government Medical College at Mahasamund, Chhattisgarh, and**
3. **Construction of Government Medical College at Kanker, Chhattisgarh.**

The tentative cost of the project is **Rs. 689.91 Crore only.**

The Bidder must not have been blacklisted by any Govt. (Central or State) at time of submission of bid. The Bidders are required to submit undertaking in this regard.

Name & description of work	RFP Document Fees	Bid Security/ Earnest Money Deposit
Complete Planning, Designing, Construction of buildings, Furniture, IT (Networking) including Maintenance (during defect liability period) etc. As per scope of work given in the RFP Tender Documents for the above mentioned Project.	Rs. 10000/- for the Project (RTGS/NEFT/ Net Banking) (Non Refundable)	Rs. 50 Lacs for the Project (RTGS/NEFT/ Net Banking) (Refundable)

Start date of download the tender and Bid Submission	Pre-Bid Meeting	Last date of bid submission	Date of Opening of Technical Bid
19.09.2022 from 11:00 AM	30.09.2022 at 03:00 PM	18.10.2022 upto 05: 00 PM	19.10.2022 11:00 AM

The scope of the work shall include selection of architectural and design consultant if required through competitive bids, getting various statutory clearances for the project, awarding tender for construction, execution, monitoring & supervision of construction works, usage of standard software for project management, ensuring successful commissioning of project etc.

The cost of RFP documents is Rs. 10000/- for the Project. Bidders may download the document from e-tender portal i.e. www.eproc.cgstate.gov.in starting as per key dates as mentioned above and submit the bid along with the receipts of RFP document fee and bid security / EMD Total Amount Rs. 50,10,000/- for the project which should be payable to Managing Director, Chhattisgarh Medical Services Corporation Ltd, Naya Raipur. **The Bid Should be submitted online only.** The bids will be opened in the presence of representatives of bidders as per key dates mentioned above in the office of Managing Director, Chhattisgarh, Medical services corporation Ltd, Naya Raipur, Chhattisgarh.

The bank account detail of CGMSC Ltd. for depositing of RFP document fees and Bid Security/EMD is as under:

Account Name: CGMSC Ltd Construction Account

Account No: 540902010008959

Bank Name: Union Bank of India, Shankar Nagar Branch, Raipur, CG

IFSC / RTGS code: UBIN0554090

Managing Director, Chhattisgarh Medical services corporation Ltd, Naya Raipur, Chhattisgarh reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Bidders are advised to regularly scan through above website as corrigendum/ amendments etc. if any, will be notified on the website only and separate press advertisement will not be made for his.

REQUEST FOR PROPOSAL OF APPOINTMENT OF BIDDER AS PROJECT MANAGEMENT CONSULTANT

RFP is invited by the Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh on behalf of Government of Chhattisgarh for selection of Bidder as Project Management Consultant for the work: Construction of Government Medical Colleges at Korba, Mahasamund, Kanker, Chhattisgarh from Bidders which fulfill the Minimum eligibility Criteria as mentioned in the RFP.

1. DEFINITIONS

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

- a) 'CGMSC Ltd' means Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh.
- b) "Contract" means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (between the Managing Director Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh and the Project Management Consultant).
- c) "Contractor" shall mean the bidder(s) whose bid(s) shall be accepted by the Board of Directors of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh for construction work of Medical College(s).
- d) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause 7.
- e) 'Party' shall mean either the Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh or Project Management Consultant and 'parties' shall mean both the Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh and the Project Management Consultant.
- f) 'Project Management Consultant' shall mean the bidder selected by the Managing Director Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh pursuant to this Request For Proposal to provide services as per scope of work towards execution/construction of the project.
- g) 'Services' means the work to be performed by the Project Management Consultant, as described in Clause 4 hereto and in Annexure 'A' attached hereto.
- h) 'Service Charge' shall mean the total agreed fees payable by the Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh, to the Project Management Consultant for the services rendered by it as detailed under clause 6 hereto.
- i) 'Vendor' shall mean any agency engaged for providing / installing the services/ items etc other than construction work such as furniture, IT, appliances/equipment etc.

2. INTRODUCTION

The Government of Chhattisgarh intends to establish new Medical Colleges in Korba, Mahasamund, and Kanker. The tentative cost of the project is Rs. 689.91 Crores only. In each of the three colleges, there will be a Teaching Block, Administrative Block, Auditorium, Guest House, Hostels & residential facilities with all services. Each College will be spread over an area of 30 - 50 acres (approx.), facilities needs to be developed as per requirement at optimum and economical cost.

The medical college may also undertake clinical research activities. The medical colleges have been envisioned to have excellent use of information technology providing latest teaching aids, library facilities in the user-friendly environment. The proposed Medical Colleges will entail 100 MBBS Medical students intake annually which may be increased at later stage.

The new Medical Colleges at Korba, Mahasamund, and Kanker will be established as per NMC norms 2020 and any further amendments/guidelines shall be adhered to.

3. OBJECTIVES:

Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh intends to avail the service support from the Bidders to work as Project Management Consultant on its behalf.

The broad objectives of engaging the Project Management Consultant is to ensure:

- i) High standards of planning, designing, the execution and commissioning of the projects as per the requirements;
- ii) High standards of quality assurance in the execution of the works;
- iii) Completion of the works within the stipulated time frame;
- iv) Comprehensive supervision of Project implementation activities including, designing, construction and handing over the project to Department of Medical Education and its maintenance till defect liability period carried out by different contractors;
- v) Efficient construction supervision by personnel who are experienced in modern methods of construction supervision and contract management;
- vi) Application of reasonable and consistent design, construction and contractual resolutions of the contracts; and
- vii) All such other actions required to be taken for satisfactory completion of the project to the satisfaction of the Department of Medical Education.

4. SCOPE OF WORK:

(i) Develop a Medical Educational Institution for 100 MBBS students admissions every year with modern educational facilities and state of the art technology, latest design standards and best operating procedures, leading to accreditation, as per NMC norms, 2020.

The proposed facilities at Government Medical Colleges at Korba, Mahasamund and Kanker, Chhattisgarh (in brief), shall include but not be limited to:

A. BUILDINGS

INSTITUTIONAL

1. Administrative Block
2. Teaching Block (100 MBBS Students intake every year) with the scope to increase later on
3. Auditorium
4. Animal House
5. Library
6. Laboratories

RESIDENTIAL

7. Residential accommodation for different category of faculty and staff as per NMC Norms
8. Hostels for boys & girls as per NMC norms including mess area, canteens, common area, etc.
9. Guest House
10. Shopping complex

B. SERVICES

- a) External Development- including Roads, Path, Pavements, Culverts, Drainage, Rainwater Harvesting, Landscaping, External Electrification and standby electricity supply. Water supply- distribution, fire fighting, fire alarm & detection system etc.
- b) HVAC, Sub-station, Low-Voltage system, etc. elevators, lifts, etc.
- c) Underground & Over-head water tanks including Fire Tanks
- d) STP & ETP
- e) Kitchen & Laundry (For Kitchen & Laundry only physical space needs to be created)

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C. FURNITURE

Both fixed & loose type general furniture (except residential areas and Hospital Beds)

D. IT (NETWORKING) & TELEPHONES

Note: The provision for residential accommodation for different categories included in the above estimates shall be reviewed during detailing as per actual requirements.

The tentative list of Departments in the college is as under:-

DEPARTMENTS

College & Teaching Hospital

- Anatomy
- Physiology
- Biochemistry
- Pathology (including Blood Bank)
- Microbiology
- Pharmacology
- Forensic Medicine including Toxicology
- Community Medicine
- Medicine
- Pediatrics
- Psychiatry
- Dermatology, Venerology & Leprosy
- Tuberculosis & Respiratory Diseases
- Surgery
- Orthopedics
- Radio- Diagnosis
- Oto-rhinolaryngology
- Ophthalmology
- Obstetrics & Gynecology
- Dentistry

The Project Management Consultant shall discharge the following obligations: -

To appoint design consultant/architect for architectural design if required by competitive bidding process ensuring adherence of GFR, CVC guidelines, Ministry of Finance guidelines and any other instruction of Government of India, and Govt. of Chhattisgarh in this regard. The scope of work for design architect will essentially include the following:

a) Architecture Design

Preparation of Master Plan for the entire campus. The master plan shall envisage future development and shall be so developed as to use the available land in an efficient manner leaving enough space for future expansion and developments. Circulation and traffic movement including pedestrian, vehicular movement. Architectural Planning and Design for all buildings including the Institutional, residential Areas and related ancillary buildings.

Interior design of various spaces in the college, auditorium, residential areas including Hostels, Messes, cafeteria and other public buildings.

b) Landscape Design

Landscape design including soft and hard surface design for open spaces, green areas (including terrace garden options).

c) Lighting Design

Lighting design of Administrative area of college, laboratories, public buildings, general lighting, outdoor lighting, facade lighting, security-lighting etc.

d) Structural Designs

Basic structural design of all buildings and infrastructure in correlation with the relevant architectural and service drawings. Design has to keep into consideration that these are lifeline buildings.

e) Planning/Design for Electrical Engineering Services

Conceptual/schematic planning & designing of Electrical systems both low side and high side including power distribution, standby power, emergency and UPS.

Low voltage systems such as LAN/ fiber optics other advanced communication technology, PA system, Internet / Wi-Fi / data communication, Television, channel music (BGM), display etc.

Security and surveillance system including CCTV, access control at campus level and for individual buildings, perimeter security, emergency and disaster control facility.

f) Planning/Design for Mechanical Engineering Services

Conceptual/ schematic planning & designing of all Mechanical services and systems, including HVAC, Lifts, escalators, moving walkways, ventilation system, etc.

g) Planning/Design for Plumbing, Sanitary and Public Health

Conceptual/schematic planning & designing of Plumbing systems, water supply storage & distribution, hot water system, sanitary, sewerage, waste water circulation and disposal, storm water drainage system with water harvesting.

h) Planning/Design for Fire and Life Safety

Conceptual/schematic planning & designing of Fire detection and alarm system, fire suppression system, specialized fire fighting systems such as mist and clean/ inert agent based, smoke exhaust system including pressurization system for basements and egress, egress plan and design including compartmentation, horizontal and stage egress, structural fire protection, etc.

i) Planning/Design for Medical & other Support Services / system

Conceptual/schematic services planning & designing of ancillary and related medical support services such as Kitchen, Laundry, CSSD(Central Sterile Supply Department), medical waste handling- treatment and disposal, mortuary, solid waste management system for individual buildings and campus as whole, etc.

j) Furniture

Planning of general furniture and furnishing for both fixed & loose type.

k) Planning/Design of adequate space for Equipments

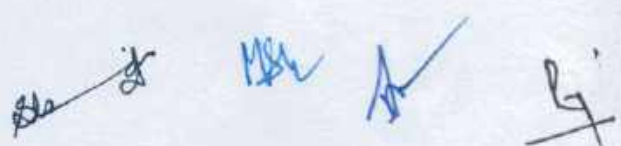
Planning of space required for the placement of equipments in the Medical College.

l) IT

Planning and designing for Networking and Telephones.

m) Any other component of work required/approved by DME.

The design architect will also prepare a comprehensive design basis report with functional requirement for the project.



Implementation of the Project:

Execution work will essentially involve the

1. The Project Management Consultant should follow the Minimum Standard Requirements prescribed under the Establishment of Medical College Regulation, 1999 and other regulations of the Indian Medical Council Act, 1956 for establishment of Medical College.
2. Preparation of DPR, as per requirement from Department of Medical Education, Chhattisgarh.
3. Obtaining approval on DPR from Department of Medical Education, Chhattisgarh.
4. Submission of tender documents to CGMSC Ltd.
5. Providing necessary expertise and support in award of the work to contractors/ vendors as per approved procedure and CVC guidelines etc.
6. Execute and supervise the various contracts awarded in the project.
7. Ensuring high standard of quality assurance while carrying out construction supervision.
8. Complete responsibility for the timely completion of the project.
9. Ensure complete compliance of contract documents provisions including the drawings, specifications of material & workmanship besides other provisions as catered in contract documents etc.
10. Ensure Correct Measurement of Bill of Quantities for payment to the contractor/Vendor.
11. To get Environmental Clearance and monitor, check and ensure implementation of environmental policy aspect.
12. Ensure adherence to relevant local body norms, CPWD/CGPWD Specifications, BIS Code, CVC guidelines, environment and other regulatory requirements, all approvals from all authorities / local bodies, etc.
13. To settle and resolve any dispute that may arise between Project Management Consultant and the contractors / vendors engaged by the Project Management Consultant.
14. To initiate, defend the Arbitration and Court cases (Preparation of Claims, Counter Statement of Claims/ Defense, Counter Claims, affidavit of evidence, compliance of court orders, Rejoinder, filing appeals, challenge awards and court orders, Written submission etc. through Counsel). Reasonable legal expenses generally paid by Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh in accordance with the good industrial practices, shall be payable to the Project Management Consultant by Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh.
15. Project Management Consultant shall suggest, adhere and implement on-
 - a. Energy conservation.
 - b. Compliance to Building Energy Conservation Code latest edition
 - c. Use of Recycled / Green materials and hospital waste.
 - d. Recycling of waste Water and Rain water harvesting measures.
 - e. Cost optimization of Project as a whole.
 - f. The Institute being set up shall be energy efficient & it must comply with mandate by GRIHA rating of minimum 3-STAR of green building.
 - g. Any relevant guideline issued from Govt. of India for such Projects from time to time.

Any or all services not specifically mentioned therein but required for the proper and successful completion and commissioning of the project in accordance with international standards shall be provided by the Project Management Consultant considering the overall cost and time framework of the project. The Project Management Consultant shall also ensure that sanctioned cost of project is not exceeded without approval of Government of Chhattisgarh.

Other Responsibilities of Project Management Consultant:-

- (i) Maintain a suitable site office and also provide office space for CGMSC Ltd at each location.
- (ii) Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any

- (iii) Ensuring of rectification of defects by the contractors during the respective defect liability periods
- (iv) Ensure organizing/providing all operation and maintenance manuals through contractors and imparting training to Department of Medical Education and Institute regarding maintenance and safety procedures.
- (v) Preparation of Final Report, which shall contain both technical & financial information of the Project.
- (vi) All records, drawing etc. related to the Project and maintained by Project Management Consultant during Project execution shall be handed over to the Department of Medical Education or as directed by Managing Director Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh on completion of the Project.
- (vii) Project Management Consultant will ensure carrying out all possible mandatory tests at site or at reputed testing laboratories to establish and document quality of material used on project.
- (viii) Checking & finalization of final estimates, assisting, in deploying and complying with the audit / technical observation, etc. (if any).
- (ix) Handle and follow up Arbitration matters with various agencies till final settlements of disputes Project Management Consultant shall prepare replies to the observations made by CTEs branch/CTE CG / CAG Audit / Vigilance, etc., if required.
- (x) Project Management Consultant shall hand over the buildings complete in all respect with completion certificates along with final drawings etc. from authorities, free from all encumbrances including complete site clearance, vacation of temporary workers' hutments, etc. at site, if any, to the Department of Medical Education or to any person / body authorized by them.
- (xi) Project Management Consultant shall maintain all registers / records during execution of works as stipulated in CPWD/CGPWD Works Manual. It will also make arrangement for inspection conducted by Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh representatives and other authorities.
- (xii) At the end of every month and at the end of the project, Project Management Consultant shall submit an expenditure and utilization of funds statement in the format prescribed in CPWD/CGPWD Manual or as per Fee format approved by CGMSC Ltd.
- (xiii) Project Management Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh.
- (xiv) Project Management Consultant will implement contract management and project management through standard mutually agreed software etc. as prescribed in CPWD/CGPWD manual. It will also provide customized dashboard in Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh in format approved by CGMSC Ltd. for facilitating project monitoring.
- (xv) Assist TPQA appointed by Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh in accessing information and conducting inspections. Project Management Consultant will attend deficiencies brought out by TPQA in a reasonable time and will submit compliance report to settle TPQA's para's / observations.
- (xvi) Any other work as assigned by Chhattisgarh medical services corporation Ltd. Raipur Chhattisgarh relating to projects till completion of defect liability period.
- (xvii) The Project Management Consultant will provide needed physical space and work fronts and support and facilitate the PSA/Medical Equipment supplier in installation and commissioning of various medical equipment's.

Responsibility Matrix of Project is as under:-

Responsibility MATRIX

S. No	Activity	Proposed By	Approved by
1	a. Appointment of Project Management Consultant b. Appointment of TPQA, if required.	CGMSC Ltd.	Board of Directors of CGMSC Ltd.
2	Process of selection and appointment of Architectural and design Consultant	Project Management Consultant	MD, CGMSC Ltd

3	Preparation of Master plan, Preliminary documents and estimate and its scrutiny	Project Management Consultant	DME
4	Technical Sanction: Detailed designing and detailed estimate	Project Management Consultant	CGMSC Ltd.
5	Award of work	Project Management Consultant	Board of Directors of CGMSC Ltd.

The work has to be executed within 30 months. Tentative timelines for different milestones are indicated below:-

S. No.	Activity	Target
1.	Award of assignment of the work to the Executing Agency	D
2.	Issuance of RFP for appointment of Architectural Consultant if required for preparation of Master Plan & Concept Design for proposed Medical Colleges	D+1 MONTH
3.	Selection and award of consultancy assignment to Architectural Consultant	D+2 MONTHS
4.	Master plan and layout finalization	D+3 MONTHS
5.	Preliminary drawing and estimate preparation and its approval	D+4 MONTHS
6.	Detailed drawing, technical sanction and floating of tenders for construction (Under EPC Contract Mode)	D+5 MONTHS
7.	Award of work to contractor	D+6 MONTHS
8.	Construction period	D+30 MONTHS
9.	Commissioning and stabilization	D+ 31MONTHS

Only the overall completion timeline as provided above in this clause shall only be considered with respect to operation of Clause 14 regarding Liability of Project Management Consultant. However, it is expected that the Project Management Consultant will suitably plan and steer the processes, so that the construction activities progress in a regular manner, so as to facilitate building's completion in a phased manner as per above.

5. DEPLOYMENT OF OFFICERS & STAFF: Following minimum Man Power shall be earmarked for the project by Project Management Consultant.

- (i) One number Chief Project Manager/ official at least of level of Superintending Engineer Level of Civil Engineering Discipline.
- (ii) One number of Executive Engineer Level or above level officer for each site.
- (iii) Two Nos. Assistant Engineer (Civil) Level or above level officer and one Assistant Engineer (Electrical/Mechanical) or above level for each site.

In addition, adequate number of supporting officers like Junior Engineers and Supervisors etc, and the clerical / secretarial staff as required depending on progress of work should be deployed at site to assist the officer mentioned at Sl. No. 5(i), 5(ii) and 5(iii) above.

The staff will normally be posted at site. Also, IT engineer, Architect and Biomedical Engineers, as and when required for the project, shall be deployed by Project Management Consultant for this project.

6. FEES

Service charges/ Consultancy Fees as accepted by CGMSC Ltd. in its letters of award shall be paid to Project Management Consultant as per schedule given in LOA of this document.

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GST

This amount as applicable shall be paid by CGMSC over and above the consultancy fee quoted by the bidder. Hence, the financial bid shall be quoted exclusive of GST.

Stages of payment for the service charges rendered to Project Management Consultant & submission of bills thereof:

If 'X' is the total service charge/consultancy fee accepted by CGMSC and payable to Project Management Consultant, the payment stages shall be as under:

(a) Finalization of design consultant if required	1%	of X
(b) Concept design & master plan approval	4%	of X
(c) Preliminary drawing & design approval	5%	of X
(d) Detailed drawing & design approval and T.S.	5%	of X
(e) Award of tenders	7%	of X
(f) After 20% financial progress of total contract value	8%	of X
(g) After 40% financial progress of total contract value	10%	of X
(h) After 60% financial progress of total contract value	10%	of X
(i) After 80% financial progress of total contract value	10%	of X
(j) After completion of Medical Colleges including finishing	5%	of X
(k) After completion of Residential complex including finishing	5%	of X
(l) After completion of internal/external services including utilities	10%	of X
(m) After commissioning of project by making functional	10%	of X
(n) After completion of defect Liability period	10%	of X

Payment of each medical college will be calculated and released separately according to progress of individual work.

No other charges, Taxes, Cess and Levy, except GST as applicable, shall be payable to the Project Management Consultant over the Service Charges/ consultancy fees as a percentage of total cost of project quoted and accepted by the Project Management Consultant.

If the scope/total cost of work is revised at a subsequent stage, the Project Management Consultant shall be obliged to provide complete services as per the contract to the level of satisfaction of CGMSC Ltd. The total service charge/consultancy fee payable to the Project Management Consultant shall be deemed to have been revised accordingly.

7. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION

Commencement

The Project Management Consultant will commence the work within two weeks of award of work to it. The construction period will be 24 months counted from the date of award of work to the contractor.

Duration

"The Contract Agreement shall be valid till completion and handing over of the projects including defect liability period which will be three years from the date of completion i.e. after completion of construction work and services. This will include rectifications of defects, handing over of completed works to concerned institutions and resolutions of dispute if any. No extra charge will be paid to Project Management Consultant in case of extension of duration of project provided the scope of work has not changed.

Modification

Modification of the terms and conditions of the contract, including any modification of the scope of the services, may only be made by written agreement between the parties, pursuant to this clause. Each party shall be given due consideration to any proposals for modification made by the other party.

8 THE REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

The Project Management Consultant represents and warrants to the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh that

Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform this agreement and it has taken all necessary action (corporate, statutory or otherwise), to execute, deliver, perform and authority for the execution, delivery and performance of this agreement and that it is fully empowered to enter into and execute this agreement, as well as perform all its obligations here under:

On execution of the agreement and during the time it is in force, the Project Management Consultant agrees that it shall be responsible to and shall carry out assignment as per Annexure 'A' in accordance with highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent here with and shall also do the following:-

- (i) Shall take out, carry and maintain insurance as applicable.
- (ii) Shall keep Accounts and Records for inspection and auditing up to 5 years from the expiry/ termination of the Contract.
- (iii) Submit for approval check list of activities requiring Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh approval and
- (iv) Prepare documents for facilitation, which shall be the property of the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh.

The Project Management Consultant represents that none of its Directors, Officers and Employees are in close/ blood relations with any employees at Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh. In case of such relationship arising in future during the course of this agreement, the Project Management Consultant shall immediately inform the CGMSC Ltd and seek instructions as to future course to eliminate any conflict of interest.

9 GENERAL CONDITIONS

Law governing the Contract

The governing Law of Contract shall be Laws of India.

Indemnifying the CGMSC Ltd. by the Project Management Consultant.

The Project Management Consultant shall indemnify the Government of Chhattisgarh and CGMSC Ltd against all actions, suits, claims and demands brought or made against them in respect of anything done or committed to be done by the Project Management Consultant and its staff in execution of or in connection with the services provided under this agreement and against any loss or damage to the Government of Chhattisgarh or CGMSC Ltd occurring in consequence to any action or suit being brought against the Project Management Consultant for anything done or committed to be done in the course of the execution of this agreement including losses / damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Project Management Consultant will abide by the job safety measures prevalent in India and will free the CGMSC Ltd. from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the Project Management Consultant's negligence. The Project Management Consultant will pay all indemnities arising from such incidents without any extra cost to the CGMSC Ltd. and will not hold the CGMSC Ltd. responsible or obligated. The Government of Chhattisgarh and/or CGMSC may at its discretion and entirely at the cost of the Project Management Consultant defend such suit either jointly with the Project Management Consultant or alone in case the latter chooses not to defend the case. This obligation will survive for one year after the termination of the contract.

Indemnification of the Project Management Consultant by the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh:

The Project Management Consultant shall take necessary insurance for any eventualities jointly in the name of Project Management Consultant and Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh they shall not setup any claim on the act of God / nature.

The Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel deployed on the Project by Project Management Consultant, Contractors, Sub-Contractors, vendors and specialist/ Contract employees associated with them for the performance neither of service nor for any family of any person.

Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh and the Project Management Consultant. The Project Management Consultant subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under.

Project Management Consultant shall notify the Government of any material change in their status and their shareholdings or that any guarantor of the Project Management Consultant in particular where such change would have an impact on the performance of obligation under this agreement.

The Project Management Consultant shall not claim any additional charges for postage, couriers, conveyance, TA/DA and other expenses under any head beyond the service charge/ consultancy fees agreed.

10. OBLIGATION OF PROJECT MANAGEMENT CONSULTANT

Performance

The Project Management Consultant shall perform the tasks / services as per Annexure 'A' in accordance with the generally accepted professional standards & practices, sound management principles, engage appropriate technology, safe and effective equipment etc and submit report to the authorities/ committees as directed by the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh as per Annexure 'B'.

The Project Management Consultant shall always act in respect of any matter relating to this contract or to the services as faithful advisers to the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh and shall at all times support and safe guard the legitimate interests of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh in any dealings with third parties.

The Project Management Consultant is obliged to act within its own authority and abide by the directives issued by the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh. The Project Management Consultant is responsible for managing the activities of its personnel and will hold them responsible for their misdemeanors, if any.

The Project Management Consultant shall hold the interests of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

The Project Management Consultant shall not assign his contract or subcontract or any portion of the work without the prior written consent of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh.

The Project Management Consultant shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.

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Any trade commission discounts or similar payments received against the Project fund utilization under this contract shall be passed on to the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh Account. Project Management Consultant shall follow the basic provisions of GFRs 2017 and any further amendment, CVC guidelines and also guidelines posted at Ministry of Finance website (www.finmin.nic.in) from time to time.

Insurance by the Project Management Consultant

During the performance of services hereunder, the Project Management Consultant shall take out, carry and maintain insurance as applicable from those listed below:-

Insurance against fire, theft, damages and loss of property owned by the Project Management Consultant at the construction site, if any.

Group Personnel Accident Insurance covering the Project Management Consultant's employees, operating from the site as per the Project Management Consultant's established practices.

Automobile liability insurance covering all vehicles owned by the Project Management Consultant at the Project site in accordance with the Motor Vehicles Act.

Relevant insurance cover which will be in force until the date of successful completion of the Project for all buildings, imported and indigenous equipment, machinery and material and also for storage-cum-erection including third-party liabilities.

Workman's compensation insurance, covering employees / contract workers of the Project Management Consultant covered under Workman Compensation Act.

Any other insurance cover which may be required to be under the law or on any other account.

Performance Security

The Project Management Consultant shall submit a Performance Bank Guarantee equivalent to 5% of the total Service charge/Consultancy fees within one month of the issue of letter of acceptance by the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh. Performance Bank Guarantee (PBG) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations including the defect liability period. The PBG shall be liable to be forfeited by the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh in case of any breach of any term and conditions of this contract by the Project Management Consultant.

Performance Security Deposit @ 5% of service charges/ consultancy charges shall be deducted from payments of Project Management Consultant and will be released after 60 days of satisfactory completion of work including defect liability period (5 years).

Project Management Consultant shall be considered to be Principal Employer for all contracts awarded by it and same shall be mentioned in the respective tender documents.

11. OBLIGATION OF CHHATTISGARH MEDICAL SERVICES CORPORATION LTD. RAIPUR CHHATTISGARH ASSISTANCE AND EXEMPTION

The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh warrants that they shall provide the Project Management Consultant, and personnel with work permits and such other documents as shall be necessary to enable the Project Management Consultant and its Personnel to perform the work.

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Services, Facilities and property of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh

The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh shall make available services, facilities and data free of charges to the Project Management Consultant for the purpose.

Duties and Responsibilities

The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh, if finds it necessary to postpone or cancel the assignment and/or shorten or extend its duration, it shall give Project Management Consultant 30 days of written notice of such changes.

12. CONFIDENTIALITY

Project Management Consultant agrees that all knowledge and information not within the public domain which maybe acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh.

13. RELEASE OF PROJECT FUND

Separate bank accounts (Escrow Account) in any Nationalized Bank or as required by Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh, shall be opened by Project Management Consultant for the funds received from Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh for Construction of Government Medical College at Korba / Government Medical College at Mahasamund / Government Medical College at Kanker, Chhattisgarh. All project fund will be released in the project account.

The Project Management Consultant will receive the bills from the contractor, check and verify the same against the physical progress at the site as per the CPWD/CG PWD Manual and submit to CGMSC Ltd. CGMSC Ltd. shall release the amount (after deducting the Security Deposit amount) into the escrow accounts maintained by the Project Management Consultant. The Project Management Consultant shall release the payment to the contractor after required deductions such as taxes, cess, levies etc. Project Management Consultant shall be solely responsible for deposition of the deducted amounts into the appropriate heads/accounts of various Govt Departments.

Any interest earned on the deposit received/ advance drawn from the CGMSC Ltd., Chhattisgarh by the Project Management Consultant shall be considered as part of the deposit received/ advance drawn from CGMSC Ltd and shall be adjusted for in subsequent releases of funds to the Project Management Consultant. For this purpose, a quarterly statement of interests earned shall be submitted to CGMSC Ltd.

Project Management Consultant shall be submitting monthly statement of account of payments made to contractor by the end of the succeeding month e.g. payment made in the month of February shall be submitted to CGMSC Ltd. before the end of March and so on.

14. LIABILITY OF THE PROJECT MANAGEMENT CONSULTANT

(a) The Project Management Consultant shall be required to get the construction and furnishing work of project completed within the period stipulated in Para 4 here in before. In case of delay, which may occur due to reason beyond the Control of Project Management Consultant, the Project Management Consultant would approach the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh with full details for extension of time limit for completion of the works. In case of delay due to default on part of the Project Management Consultant / vendors, the Project Management Consultant shall be liable to pay Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh compensation at the rate not exceeding 1.0% of total service charges/ consultancy fee for each month of delay subject to maximum of 10% of total service charges/ consultancy fee. The final rate/ amount of compensation shall be as fixed by Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh. Besides above, the Project

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Management Consultant shall be liable to the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh for the performance of the service in accordance with provision of this contract and for any loss or delay in completion of project, suffered by the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh as a result of any act/ omission on the part of the Project Management Consultant.

(b) In case of wrong/faulty construction/work due to errors on part of the project management consultant, The project management consultant shall be liable to pay damages to Chhattisgarh Medical services corporation limited, Raipur Chhattisgarh. Chhattisgarh Medical services corporation limited, Raipur Chhattisgarh may recover the cost of corrective measures against such wrong/faulty construction/works from the PMC.

If Project Management Consultant engages some sub agents to perform the contract, then Project Management Consultant will be liable for the act of omission/ commission on their part or on the part of their sub-agent.

15. TERMINATION

By the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh

Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh may, without any prejudice to any other remedy for breach of agreement, by not less than 60 days written notice of termination to the Project Management Consultant, terminate this agreement in whole or in part if,

- (a) The Project Management Consultant fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof granted by Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh in pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations here under within such period as the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh may have approved in writing.
- (b) The Project Management Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) The Project Management Consultant submits to the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh a statement which has a material effect on the rights, obligations, or interests of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh.
- (e) If the Project Management Consultant, in the judgment of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh has engaged in corrupt or fraudulent practices in executing the contract.
- (f) The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

By the Project Management Consultant

Project Management Consultant may, by not less than 60 days written notice sent to the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh, terminate this agreement if,

- (a) The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh fails to pay any money due to the Project Management Consultant pursuant to this contract under clause 6 which is not subject to any dispute within sixty (60) days after receiving written notice from the Project Management Consultant that such payment is overdue and payable.
- (b) The Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh is in material breach of its obligations pursuant to this contract and has not remedied the same within sixty (60) days (or such longer period as the Project Management Consultant may have approved in writing) following the receipt by the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh of the Project Management Consultant's notice specifying such breach.

Payment upon termination

Upon the termination of this contract pursuant to clause 15 hereof the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh shall after adjusting dues, if any recoverable from the Project Management Consultant make the payment to the Project Management Consultant.

In the event of termination Project Management Consultant shall be paid for the services rendered satisfactorily for carrying out the assignment up to the date of notice of termination.

Force Majeure

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties, laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 10 days after becoming aware of the first occurrence or force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

Consequences of termination

In the event the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh terminates agreement in whole or in part pursuant to conditions of agreement in Clause 15 the Chhattisgarh Medical Services Corporation Ltd. may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Project Management Consultant shall be liable to the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh for any excess cost for such similar services. However, the Project Management Consultant shall continue the performance of the agreement to the extent not terminated' and the Project Management Consultant shall have no claim to compensation for any loss that it may thus incur on account of the action of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh.

In case of termination during the agreement period, it will be obligatory on part of Project Management Consultant to hand over to Chhattisgarh Medical Services Corporation Ltd. all the record/ documents pertaining to the project in original within 30 days from the date of termination of agreement. The Project Management Consultant shall have no right to use the same in any other application without the permission of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh. The decision of the Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh in this regard will be binding on the Project Management Consultant. The performance guarantee of Project Management Consultant will also be forfeited in case of default by the Project Management Consultant.

Quality Assurance

(a) The Project Management Consultant shall ensure quality in its work. The documents and design / drawings prepared shall correspond to the international best practices and as a minimum conform to processes as defined in ISO 9001: 2015- "Quality Management System- Requirements".

(b) Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh may appoint a third party (TPQA) for quality assurance audit of works by Project Management Consultant and/or the contractor. Project Management Consultant will provide access to TPQA for inspection of site, materials, specifications and other documents as required for checking quality assurance and allow the TPQA to draw samples/specimen. The deficiencies brought out by TPQA shall be promptly attended by Project Management Consultant or contractor as applicable and compliance report shall be submitted to Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh. Any dispute between Project Management Consultant and TPQA shall be brought before Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh and decision of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh will be final and binding for Project Management Consultant & TPQA.

(c) Project Management Consultant shall submit an advance copy of its Quality Assurance Plan and PERT chart to CGMSC Ltd.

16. SETTLEMENT OF DISPUTES

1. In the event of any dispute between employer and agency only of whatever nature how so ever arising out of tender/RFP or out of or in relation to the contract that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the CGMSC Ltd. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the sole Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be only at Chhattisgarh. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent courts at Chhattisgarh alone to try and adjudicate upon any matter concerning this Agreement.

2. It is expressly agreed that the Project Management Consultant (including its sub-Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the CGMSC Ltd. and Project Management Consultant, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the Project Management Consultant.

3. In case of dispute between Project Management Consultant and its sub-agency/contractor, agency will be responsible to resolve it amicably or by other means specified in the schedule of agency. Delay in the execution of the project arising due to this dispute, employer shall be free to levy the LD & recover the same accordingly.

17. EVALUATION CRITERIA

Minimum Pre-qualification Criteria/Minimum Eligibility Criteria

The Bidder who fulfill the following minimum eligibility requirements shall be eligible to apply:-

(I) Constitution

The bidder should be a Public Sector Enterprise of the Government of India (Either a Public Limited Company or Private Limited Company promoted by Govt of India).

(II) Work Experience

(1) Should have done one of the following works as mentioned below (a or b or c or d) during the past seven years **in India** including latest previous financial year (i.e. from FY 2015-16 to 2021-22) as a Project Management Consultant or supervision agency.

a) Should have completed the construction of One Medical College building having minimum capacity of 500 Under Graduate students.

OR

b) Should have completed the Construction of One Hospital Project of minimum capacity of 500 beds.

OR

c) Presently executing the construction of two medical college buildings having minimum capacity of 500 students each, wherein at least 50 percent of the work (based on financial progress) has been completed in each of the project.

OR

d) Presently executing the Construction of two 500-bedded capacity hospital projects, wherein at least 50% of the work (based on financial progress) has been completed in each of the project.

(Note: necessary documents such as RFP/tender acceptance order, work order, completion certificate,

expenditure certificate of work in progress, photographs etc have to be submitted by the Bidder. The said certificates should have been issued by the competent authority (executive engineer or higher level officer). In case of Non-government medical college or hospital, the certificates issued under seal and signature by the officials/personnel not below the rank of General Manager will be valid. CGMSC Ltd may at its discretion verify the authenticity of the documents and the claims regarding completion/progress of works from independent sources including physical visit to the sites referred to.)

(III) Financial Strength

(a) The bidder should have average annual financial turnover of Rs. 1000 Cr. during the last three years ending 31st march 2021.

(b) The bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last five financial years ending of the financial year 2020-21.

(c) The bidder should submit Solvency Certificate issued from a Scheduled Commercial Bank of at least Rs. 100 Cr.

(d) The net worth of the bidder should be positive at the end of last financial year (2020-21).

(Annual reports and audited statement or statements certified by an independent auditor appointed by the bidder; of accounts for the last five year (2016-17 to 2020-21), Certificates in support of turnover from the statutory auditors of the company certifying the turnover and profit etc must be submitted.)

Documents to be submitted

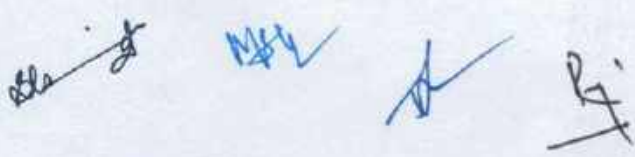
The Bidder shall submit the following documents in three covers (A, B & C) system as follows:-

I. The Bidder must submit the following documents in Cover-A of the Bid: -

- (i) The bidder should be a Public Sector Enterprise of the Government of India (Either a Public Limited Company or Private Limited Company promoted by Govt. of India) and must submit Certificate of Incorporation and share holding pattern certificate from a practicing Company Secretary certifying that the bidder is a Public Sector Enterprise of the Government of India (Either a Public Limited Company or Private Limited Company promoted by Govt. of India).
- (ii) The bidder should submit certified true copy of Board Resolution duly signed by the Chairman/Managing Director/**Equivalent position** with regard to authorization of authorized signatory or execution of power of attorney in favour of authorized signatory for the purpose of signing bid documents.
- (iii) Copy of Certificates for Goods & Services Tax and copy of PAN and TAN.
- (iv) Copy of receipt for RTGS/NEFT/Net Banking transaction for RFP document fees and Bid security/Earnest Money Deposit i.e. a single transaction of Rs 50,10,000 only (RFP document fees is Non refundable and Bid security/Earnest Money Deposit is Refundable).

II. The Bidder must submit the following documents in Cover-B of the Bid: -

- (i) Copy of work orders, completion certificates, or progress certificate with amount of work done as per clause 17(II), etc. of similar works during last seven financial years from the previous employer. The certificates should have been issued by the competent authority (executive engineer or higher level officer). In case of Non-government medical college or hospital, the certificates issued under seal and signature by the officials/personnel not below the rank of General Manager will be valid. CGMSC Ltd may at its discretion verify the authenticity of the documents and the claims regarding completion/progress of works from independent sources including physical visit to the sites referred to as per Pre Qualification Criteria/Minimum Eligibility Criteria mentioned in 17 (II).
- (ii) Copies of Annual reports and Audited Financial Statement of last five financial years (FY 2016-17 to 2020-21), duly certified by the practicing Chartered Accountant (under his seal & signature) and the authorized representative of the bidder.
- (iii) A certificate from a practicing Chartered Accountant containing turnover and profit (EBITDA) of the bidder for last three financial years (i.e. FY 2018-19, 2019-20, 2020-21).
- (iv) A certificate from a practicing Chartered Accountant for Net worth of the bidder for the financial year ended 2020-21.



- (v) The bidder should submit solvency certificate issued by a Scheduled Commercial bank of atleast 100 Cr. The solvency certificate should not be older than 06 months from the last date of bid submission.
- (vi) Pre contract integrity pact on Non Judicial Stamp Paper of Rs.50 format attached in Annexure D.
- (vii) Undertaking for not having been blacklisted by any Central/state government/any other autonomous bodies/International Organization in past 5 years.
- (viii) Power of Attorney in favor of person signing the bid on behalf of the bidder.
- (ix) Certificate from practicing Chartered Accountant for no loss (Profit after tax should be positive) incurred in more than two years during the last five financial years (FY 2016-17 to 2020-21).

III. The Bidder must submit the following documents in Cover-C of the Bid: -

The bidder must submit the price bid in Annexure C.

Note:- Cover B shall be Opened only for those bidders whose documents are found complete in all respects in Cover A.

Evaluation of technical Bid:-

Technical Bid Stage-I - 100 Marks	
A	Past Experience of the bidder
(i)	Experience of similar works during last seven years for Projects successfully completed (FY 2015-16 to FY 2021-22)
(ii)	No. of years experience in Civil Construction Work / PMC
B	Financial Capability
(i)	Average Annual Financial turnover in last three financial Years.
(ii)	Average annual profit (EBITDA) in last three financial years
(iii)	Net worth as on 31st March of previous Financial Year (2020-21)
TOTAL 100 Marks	
Technical Bid Stage-II -100 Marks	
Presentation on Methodology,	

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	Understanding of Project Concept Design	
	<p>All the bidders found fulfilling the minimum eligibility criteria as given in clause 17 (I), (II) and (III) shall be invited to present before the Presentation Evaluation Committee which consist of following members.</p> <ol style="list-style-type: none"> 1. M.D. C.G.M.S.C. Ltd. 2. Director Medical Education, Govt. of Chhattisgarh. 3. Finance Officer of D.M.E., Raipur. 4. G.M. (Admin.), C.G.M.S.C. Ltd. 5. G.M. (Finance), C.G.M.S.C. Ltd. 6. S.E., P.W.D. Circle II, Raipur. 7. S.E., C.G.M.S.C. Ltd. <p>Date , Time & Venue for presentation shall be intimated to eligible bidders separately.</p>	<p>Marks to be allotted by CGMSC's Presentation Evaluation Committee on the basis of presentation made by the Bidder on the following parameters:</p> <ol style="list-style-type: none"> 1. Understanding of the Project requirements in both quantitative and qualitative terms - 15 Marks 2. Proposed Methodology to be adopted/followed for DPR preparation and supervision of construction- 10 Marks 3. Proposed deployment of manpower and Staffing Schedule for the Proposed Project. – 10 Marks 4. Incorporation of of NMC/MCI Guidelines in project at all relevant steps and levels.- 20 Marks 5. Architectural Planning & Elevation along with aesthetics – 15 Marks 6. Innovative Inputs in project – 20 Marks 7. Incorporation of Green Building Concept and energy efficiency features in project – 10 Marks
		Total- 100 Marks

Note:- The Bidder Who have Secured minimum 60% marks on average of stage I & Stage II evaluation of their Technical Bid will be eligible for opening of financial bid (C).

3 FINANCIAL BID (WEIGHTAGE-30%)

The Financial Bid shall be quoted by the bidder in terms of percentage of total cost of the project.

The financial bids shall be submitted in cover C and the same will be opened only after the presentations by all eligible bidders before the Presentation Evaluation Committee are over and technical bid stage-I and stage-II evaluation has been done. Only those bidders who have secured minimum 60% Marks on average of stage I & Stage II evaluation of their technical bid will be eligible for opening of financial bid.

Financial bid will have 30% weightage in the overall evaluation.

FINANCIAL SCORE

The bidder quoting lowest financial bid (F_m) will be given financial score of 100 points. Financial scores of other bidders shall be calculated w.r.t. the lowest financial bid as following:

Financial score of a bidder $S_f = 100 \times F_m / F_i$

Where, F_m= Lowest Financial Bid,

F_i= Financial Bid of the Bidder

FINAL EVALUATION OF BID

Bids will finally be ranked in accordance with their combined technical (Stage-I & II) and Financial scores:

$$S = (S_t \times T_w) + (S_p \times P_w) + (S_f \times F_w)$$

S= Combined Score

Where,

S_t= Technical Bid (Stage-I) Score

T_w = Weights assigned to Technical Bid (Stage-I) i.e 35%

S_p= Technical Bid (Stage-II)-Presentation Score

P_w = Weights assigned to Technical Bid (Stage-II) i.e 35%

S_f= Financial Score

F_w = Weights assigned to Financial Bid i.e 30%

On the basis of the combined weighted score for Technical Bid and Financial Bid, the qualified Bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

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In case more than one bidders obtain identical marks in the overall evaluation then the bidder who has quoted lower amount in the financial bid (in percentage) will be given higher rank.

18. NOTICES

Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to its address. Any change in the address of either party shall be duly communicated to the other party within a reasonable time limit.

19. Project Management Consultant will sign and submit integrity pact as per Annexure D'

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Shah
MK
A
Rij

ANNEXURE 'A'

SCOPE OF WORK/RESPONSIBILITIES OF PROJECT MANAGEMENT CONSULTANT

1. Selection of Architectural & Design Consultant if required by competitive bidding.
2. Preparation of DPR in association with Architectural & Design Consultant & submit to Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh for necessary approvals.
3. Getting the designs, plans and architectural/ engineering details of the project approved by the local Municipal/other Authorities. The fees for the submission of plans, if any, required to be paid to the local Municipal Authorities shall be payable by the CGMSC Ltd on recommendation of the Project Management Consultant.
4. Soil investigation, survey, environment impact assessment etc as required under various Acts/Rules/Codes on behalf of CGMSC Ltd.
5. Preparation of tender documents, bill of quantities and other bid documents etc as per CG PWD/CPWD manuals and submission to CGMSC Ltd.
6. Evaluation of bids as per GFR, CVC guideline & CPWD/CGPWD manuals and submission of comparative statements along with recommendations to CGMSC Ltd.
7. The Project Management Consultant shall incorporate the standard clause for arbitration in the contracts awarded to contractor(s).
8. Maintenance and engagement of required man power as mentioned in the document/agreement.
9. Preparation and release of detailed drawings to be used for construction to the contractor(s).
10. Project & contract management through state-of-the-art software program as per market standards.
11. Monitoring & supervision of project.
12. Periodic reporting of progress to Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh in approved dashboard or any alternate means as desired by Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh.
13. Overall commissioning of project.
14. Handing over of completed project and records to the Chhattisgarh medical services corporation ltd. Raipur Chhattisgarh.
15. To ensure maintenance during defect liability period of 5 year.
16. To provide required physical space and work fronts and support and facilitate the PSA/Medical Equipment supplier in installation and commissioning of various Medical equipment, as and when required. Will also receive and take possession of the medical equipment supply as may be required from time to time.

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ANNEXURE 'B'

Responsibilities of Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh

1. Nomination of an Officer for the purposes of coordinating, monitoring and quality control of the project at Chhattisgarh Medical Services Corporation Ltd. Raipur Chhattisgarh and at the respective Medical Institutes who shall liaise with Project Management Consultant's team during the consultancy service period as described earlier.
2. Approval of master plan, drawings and estimates.
3. Release of funds to Project Management Consultant as per agreement.
4. Appointment of TPQA if required.
5. Taking over assets & records on completion

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ANNEXURE 'C'

Price Bid

Name of Work:- Planning, Designing, construction, Furniture, Equipments, IT (Networking) & Maintenance Under EPC Contract Mode for the Project 'Construction of Government Medical College at Korba, Mahasamund & Kanker, Chhattisgarh'.

Sr. No.	Description of Item	Base Rate (in %age of project cost) in numerical	Base Rate (in %age of project cost) in words
	Complete Planning, Designing, Execution/ construction of buildings and Estate services, Furniture, Equipments, IT (Networking) Commissioning including Maintenance (during defect liability period) etc. as per scope of work given in the tender document for the Project.		

Note:

- The price should be quoted in %age of the Project cost exclusive of GST.
- The bidder if it doesn't quote the rate against the project, the bid shall not be considered by the department. There shall be no overwriting or correction using fluids etc. Bidders are advised to quote the basic rate excluding GST. GST shall be payable to the Project Management Consultant at the time of payment of bills as per the prevailing rate.

Signature with Seal of Bidder

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ANNEXURE 'D'

Pre-Integrity Pact

1. GENERAL

- 1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onday of the month..... 20..... between, the Government of Chhattisgarh acting through Shri (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/srepresented by Shri (Hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:-

- 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary

Disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for



showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

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5. PREVIOUS TRANSGRESSION

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

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the TENDERING AUTHORITY through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the..... (TENDERING AUTHORITY) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TENDERING AUTHORITY shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and TENDERING AUTHORITY, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the TENDERING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING

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AUTHORITY to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the TENDERING AUTHORITY to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to



the TENDERING AUTHORITY, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Selected Bidder(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.
- 9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact

at.....on.....

TENDERING AUTHORITY

BIDDER

Name of the Officer

Designation

Witness

Witness

1).....

1).....

2).....

2).....

1.....

1.....

.....

.....

2.....

2.....

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