



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

GUWAHATI (Assam) - 781101

Website: aiimsguwahati.ac.in

E-Tendering Portal: www.tenderwizard.com/AIIMSG

REQUEST FOR PROPOSAL - RFP

NAME OF WORK:

**SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PLANNING, DESIGNING,
CONSTRUCTION AND MAINTENANCE UNDER EPC CONTRACT MODE FOR VARIOUS FACILITIES
AT AIIMS GUWAHATI**

RFP No.: 05/26/PMC/AIIMS/ENGG/2023-24/01 dated [30.08.2023]

Email Id: supdt.engineer@aiimsguwahati.ac.in

Web Page: aiimsguwahati.ac.in / www.tenderwizard.com/AIIMSG

Helpdesk No. 9073677150/151/152 (Mr. Rishi Shankar Chatterjee- 09674758726, Mrs. Saswati Majumder – 09674758722)

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES GUWAHATI (Assam) - 781101
Office: Changsari, Kamrup (R), Guwahati-781101, Assam, India
Email Id: supdt.engineer@aiimsguwahati.ac.in

Reference No: 05/26/PMC/AIIMS/ENGG/2023-24/01 dated [30.08.2023]

ONLINE TECHNICAL & FINANCIAL PROPOSALS ARE INVITED FROM ELIGIBLE BIDDERS FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PLANNING, DESIGNING, CONSTRUCTION AND MAINTENANCE UNDER EPC CONTRACT MODE FOR VARIOUS FACILITIES AT AIIMS GUWAHATI

Name of Work	Bid Security/EMD (INR)
SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PLANNING, DESIGNING, CONSTRUCTION AND MAINTENANCE UNDER EPC CONTRACT MODE FOR VARIOUS FACILITIES AT AIIMS GUWAHATI	INR 2000000/-

Important Dates:

Date of issue	[30.08.2023]
Date of receipt of Pre-Bid Queries	06/09/2023 before 1500 hr through mail to supdt.engineer@aiimsguwahati.ac.in
Pre-Bid Meeting	[09.09.2023] at 1130 hr at Main Conference Hall, Ground floor, Medical College Building, AIIMS Guwahati, Changsari, Guwahati, Assam, 781101
Last date and time of Proposal submission (Online)	[26.09.2023] till 1500 hr
Last date and Time for submission of hard copies of key documents.	[26.09.2023] till 1500 hr
Date for opening of Technical Bids	[26.09.2023] 1530 hr
Date for opening of Financial Bids	Will be intimated to the qualified bidders

INSTRUCTIONS TO BIDDERS - E TENDERING

- A. The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., www.tenderwizard.com/AIIMSG within due date of submission.
- B. All documents including duly filled up forms, formats, instruments and write-up that form part of the proposal should be serially numbered and signed by the Applicant or by the person(s) authorized to sign, as the case may be, on each page before scanning and uploading in the e-Tender portal.
- C. Proposal shall be typed or written in indelible ink and shall be signed by a person or person(s) duly authorized to sign on behalf of the Applicant. All pages of the proposal where entries or amendments have been made shall be initiated by the person or persons authorized to sign.
- D. Proposals shall be digitally signed as per Class-III digital certificate by a person or person(s) duly authorized to sign on behalf of the Applicant for online submission.
- E. The Applicant is required to submit the hard copies of selected key documents of the technical proposal within due date of submission of the proposal. The hardcopies shall include following documents **only**:
- a. EMD (Bid Security) in form of Bank Guarantee from a Commercial bank in favour of **Executive Director, AIIMS GUWAHATI** payable at Guwahati. EMD (Bid Security) is exempted for Micro and Small Enterprises (MSEs) as per rules.
 - b. Declaration as per **Annexure-12**.
 - c. Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory as per **Annexure-10**.
- F. The Applicant may submit sealed envelope of above hard copies of selected key documents either through courier or by hand in the address given below:
- To,
The Superintending Engineer
AIIMS Guwahati
Changsari, Kamrup (R)
Guwahati-781101, Assam
Email Id: supdt.engineer@aiimsguwahati.ac.in
Ph: +917086258151**
- G. General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the bids have been annexed for assisting the bidders to participate in e-Tendering:
- a. Registration of bidder.
- H. Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement portal, through online bidder enrolment in www.tenderwizard.com/AIIMSG. The bidder is to click on the Online Bidder Enrolment link for creating their account and register their login Id and Password.
- b. Digital Signature certificate (DSC)

- I. Each bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.
- J. **Downloading of Bid Documents:** The bidder can download NIT & Bid Documents from www.tenderwizard.com/AIIMSG
- K. For downloading the bid documents or to view the information of a bid, Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.
- L. **Seeking Clarification:** Bidders have to ask any kind of clarification through “Seek Clarification” through e-mail, supdt.engineer@aiimsguwahati.ac.in. Clarification asked through any other mode will not be accepted. Any clarification/ query asked after the pre-bid meeting will not be entertained.

M. Amendment of Bid Documents:

- a. Before the deadline for submission of bids, **AIIMS GUWAHATI** may modify the bid documents by issuing online corrigendum/addendum. The corrigendum / addendum will appear on the online e-tender portal/website www.tenderwizard.com/AIIMSG under “Corrigendum/addendum” and email notification is also automatically sent to those bidders who have moved this tender to their “Interested Tenders” area.
- b. Any corrigendum/addendum thus issued shall be part of the bid document and deemed to have been communicated to all the bidders who have moved this bid to their “interested Tenders” area. In case of any addendum/corrigendum, it will be published on the web portals, aiimsguwahati.ac.in & www.tenderwizard.com/AIIMSG
- c. To give prospective bidders reasonable time in which to take corrigendum/addendum into account in preparing their bids, **AIIMS GUWAHATI** may extend, as necessary, the deadline for submission of bids.

N. Submission of Bids:

General process of submission: Bids are to be submitted online through the e-tender portal/website www.tenderwizard.com/AIIMSG. The bid is a two-cover system and the bidder have to upload their documents as specified in each cover (folder), the first folder is for Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded shall be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

a. Technical Bid

The Technical Bid shall contain scanned copies of the following in two covers (folders). Please make a list of all documents with page number and index.

- i) Technical Documents (All required documents to be submitted online)
- ii) Eligibility Documents (All required documents to be submitted online)

Note: - Failure of submission of any of the above-mentioned documents will render the bid liable to be summarily rejected and disqualified.

b. Financial Bid:

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bid document. The bidder has to download the given format ("BoQ", a.xls file) from the respective tender published at www.tenderwizard.com/AIIMSG enter rate into the specified cell and upload the same into the folder named "BoQ" on the online e-tender portal/website www.tenderwizard.com/AIIMSG at the appropriate place.

Don't try to rename the file. After entering the rates only save (don't use "Save as" option) and upload it.

Important: The Price Schedule are to be uploaded only in online e- tender portal only, no hard copy of the same is required to be submitted.

O. **Withdrawal of Bid**

Bidder can withdraw their bids before online bid submission closing date. But after online withdrawal, System will not allow that bidder to participate in the same bid again.

P. **Resubmission:**

Bidder can resubmit their bids more than one number of times before the online bid submission closing date and time. In that case, bidders updated bid shall be taken under consideration for evaluation.

Q. **Help Desk**

Help Desk numbers for any kind of support related to e-Procurement:

E-Tender Helpdesk
Rishi Shankar Chatterjee
Mobile- +9674758726
Email- helpdesk844@etenderwizard.com

Helpdesk Nos- 9073677150/151/152

1. Disclaimer

- 1.1. This RFP is issued by **AIIMS GUWAHATI** - ("Client"/ "Employer"), the bid inviting authority.
- 1.2. The information contained in this RFP document or information that may be subsequently provided to the interested applicants ("Bidder"), whether verbally or in documentary or any other form by or on behalf of Client or any of their authorised employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 1.3. This RFP is neither an agreement nor an offer by the Client to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of services contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers or representatives to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each Bidder should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.4. Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement under law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.5. The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this selection process.
- 1.6. This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or subsequent Contract shall continue to be binding on and adhered to by the Bidder.
- 1.7. Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. It is the responsibility of the Bidders to make their own assessment in preparing their Bid.
- 1.8. Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

- 1.9. The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Bidder, as the case may be, and Client reserves the right to reject all or any of the bids without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by the Client at any time without assigning any reasons.
- 1.10. The Client reserves the right to accept or reject any or all the bids; qualify or disqualify any or all Bidders without giving any reason, and is not obliged to correspond with any Bidder in this regard. Further, the Client reserves the right to relax, change, review, revise and / or cancel the selection criteria and the RFP process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for RFP does not constitute any offer or invitation to offer.
- 1.11. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will have to be borne by the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in the preparation and submission of the Bid, regardless of the conduct or outcome of the selection process.
- 1.12. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP or the other Volumes of the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
- 1.13. The Client will not entertain any claim for expenses in relation to the preparation of any Bid pursuant hereto.

2. Introduction

2.1 About AIIMS GUWAHATI

The New All India Institute of Medical Sciences (AIIMS) are being established in the country under AIIMS (Amendment) Act 2012 as a Central Government Autonomous Institutes of national importance.

All India Institute of Medical Sciences (AIIMS) Guwahati was taken up under PMSSY scheme in Phase-V. This Institute participates in providing national leadership in education of the Practicing Physicians & Surgeons and Medical Scientists, Medical research and in the application of sophisticated Medical Technology to patient care. The Institute implements new approaches in Medical Education and provide best facilities for Postgraduate /Doctoral studies and research.

AIIMS GUWAHATI, an autonomous Institute of National Importance under the Ministry of Health & Family Welfare - Government of India, was established in May 2017. Foundation stone of the Institute was laid by the Hon'ble Prime Minister on 26th May 2017. **AIIMS GUWAHATI** comprises of a Medical College with an annual intake of 100 MBBS students and a Nursing College with 60 students. The hospital delivers OPD and emergency services and have a 750-bedded in-patient facility managed by speciality and super-speciality departments equipped with all state-of-the-art amenities. On 14th April 2023 Hon'ble Prime Minister inaugurated this institute and dedicated it to the nation.

2.2 About the Project

The structures/ facilities being planned and developed is as per the master plan. However, some revisions as per the recent development and other factors has been incorporated in the Master plan and has been updated. The need of more facilities and

structures in the 2nd phase of **AIIMS GUWAHATI** has been explored as full-fledged IPD services are going to start. Also, classes have been started on full swing from present campus and in coming days more students are getting admitted for various courses and newly appointed Doctors, Post Graduates, Professors are joining.

Considering the above, it has been proposed to expand at some portions of remaining area of **AIIMS GUWAHATI**, so that a better service round the clock can be provided and an example of excellence can be set up in entire North East region.

The structures that have proposed under this PMC will be built in phase-II area. It includes:

- a. Type- IV (48 Units) and Type-V (48 Units) Residential Quarters for Professors/Addl. Professors/ Associate Professors/Asst. Professors.
- b. Stores, Police Station and Post Office building.
- c. Undergraduate Boys Hostel of 250 Capacity.
- d. Post Graduate Hostel of 390 Capacity.
- e. Indoor Sports Complex.

The Project Management Consultant shall carry out entire Consultancy services for Planning, Designing, Construction etc. for the scope of work mentioned above. Physical (construction) works will be taken up with formal approval of Ministry.

3. RFP for Selection of PROJECT MANAGEMENT CONSULTANTS

- 3.1. For the purpose of implementation of the project, the Client proposes to select a most suitable PMC Firm for the scope of Services specified in this RFP.
- 3.2. Through this RFP document, the Client is inviting Bids for short listing suitable qualified **PROJECT MANAGEMENT CONSULTANTS** (“Bidders”) and selection for the “Project” to provide all or any of the scope of services specified in **Annexure A – Scope of services** as may be required by the Client or its associated entities from time to time during the Validity Period.
- 3.3. The Bids submitted by the Bidders shall comply with all the requirements as stated in the RFP. Based on final evaluation, the qualified Bidders will be selected and notified for selection (hereinafter referred to as the “**Project Management Consultant**”).
- 3.4. The notification of award shall be issued by the **Client** and acceptance by the **Project Management Consultant**, recording the terms and conditions for carrying out the Services. Client also reserves the right to modify, delete or add to the scope of such Services at any point in time, during the Bidding Process and thereafter during performance.
- 3.5. Bidder’s Eligibility Criteria:
Refer Annexure A – Scope of Services Annexure 1: Eligibility Criteria.
Only Bidders who are successful in the Eligibility Criteria shall be considered for the subsequent bid evaluation and selection process.
- 3.6. Proposal for Services: Bidders shall prepare and submit Bids to Client in the manner mentioned in the procedure for submitting Bids. Such Bids shall be based on the scope of Services outlined in **Annexure A – Scope of services.**
- 3.7. Procedure for submitting Bid:
 - 3.7.1. Part 1 of the Bid shall comprise the following:

- a. A letter on the letterhead of the Bidder as per **Annexure B: Covering letter**, signed by the authorized signatory.
- 3.7.2. Part 2 of the Bid shall comprise the following:
- a. Details justifying Bidders' Eligibility Evaluation Criteria and Submittals required as per **Annexure-1**.
 - b. Completed form, and its required attachments in response to questions as provided in (RFP Questionnaire) as per **Annexure 2**
 - c. Legal structure of the Bidder **Annexure 3**
 - d. Litigation history, including current material litigation detailed as per **Annexure 4**
 - e. Approach, Methodology and work plan as per **Annexure 5**
 - f. Fulfilment of Scoring Criteria as per **Annexure 6**
 - g. Fulfilment of Eligibility Criteria as per **Annexure 7**
 - h. General Information of Organisation and Structure as per **Annexure 8**
 - i. Undertaking regarding Blacklisting/ Non- Debarment as per **Annexure 9**
- 3.7.3. Part 3 of the Bid comprises of Power of Attorney duly notarized and a certified true copy of a Board Resolution in favour of the signatory of the Bid, authorizing the signatory of the Bid, to submit the Bid on behalf of the Bidder ("Authorized Signatory") and to execute the necessary documents and perform the obligations as per terms and conditions, if awarded. These documents shall be scanned in .pdf format and named as **Annexure 10**.
- 3.7.4. Part 4 of the Bid comprises of completed form, and its required attachments: Financial Information certified by the Applicant's statutory auditor as per **Annexure 11**
- 3.7.5. It is clarified that the entire Bid shall be given in .pdf format except BoQ.
- 3.7.6. The language for all written communication shall be English and unless mentioned otherwise, the currency shall be Indian National Rupees (INR).
- 3.8. **Cost of Bids:** The Bidder shall bear all costs associated with the preparation and submission of its Bid and Client shall, in no case, be responsible or liable for such costs, regardless of the outcome of the Bid process. It is obligatory on the part of the Bidder to Bid for all the component parts and submit all information required as per RFP. Part Bidding will lead to bid being summarily rejected.
- 3.9. **Validity:**
- 3.9.1. The Bid shall be valid for a **period of 180 days** from the last date of receipt of the Bid (Bid Validity Period).
 - 3.9.2. In exceptional circumstances, prior to expiry of the bid validity period, Client may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify bid, but shall be required to extend the validity of bid. All the terms of the bidding shall continue to be applicable during the extended period of validity.
- 3.10. **Addendum/Corrigendum:**
- 3.10.1. Client shall at its discretion choose to issue a clarification or modify the RFP vide an Addendum or Corrigendum. The Bidders shall disregard any oral instructions issued by any person, unless issued in writing by Client's representative. Any Addendum or Corrigendum issued, shall form a part of the RFP pursuant to this Clause, and shall be communicated by uploading in online e-tender portal/website, email or such other customary modes to all the Bidders.

3.10.2. In case of issuance of Addendum or Corrigendum, the Bidders who have already submitted their Bids, need not resubmit their Bids, but can submit the modification to the Bid, if desired. If the Bidder, chooses not to modify their Bid, pursuant to the Addendum or Corrigendum, it shall provide an undertaking to this effect to Client. Bidders who do not submit the required undertaking shall be disqualified.

3.11. Interested Bidders are requested to submit their Bids on the key dates given above:

***Note:** The above dates are subject to revision by the Client. No separate communication shall be made to any individual other than posting such changes on the online e-tender portal/website. Bidders are requested to frequently look at online e-tender portal/website for change in dates or amendment, if any.*

3.12. Mode of Submission:

3.12.1. The Bids should be submitted in the form of pdf files on or before the date mentioned above on portal.

3.12.2. All communication should be addressed as under and submitted to the below-mentioned location

**To,
The Superintending Engineer
AIIMS Guwahati
Changsari, Kamrup (R)
Guwahati-781101, Assam
Email Id: supdt.engineer@aiimsguwahati.ac.in
Ph: +917086258151**

4. Selection Mechanism

4.1. The Bidder shall be selected in accordance with the Combined Quality and Cost Based Selection (CQCBS) method. The Technical Bid weightage shall be 70%, while the Financial Bid weightage would be 30%. The Technical evaluation (Stage I) would be conducted in two steps (Steps 1 & 2). Step I will include verification of all documents related to fulfilment of Prequalification criteria. Bidders scoring 60% or above in Step I will be invited to participate in Step II which includes in-person Presentation. Bidders scoring 60% or above in Step II will be considered to have met eligibility criteria for opening of Financial bid (Stage II).

4.2. Bidders fulfilling the above Eligibility /Technical Eligibility Criteria and found successful on **Technical and Financial Bid** and other terms and condition of this RFP, as stated by the Client, will be considered for appointment as the **‘Project Management Consultant’** or **‘Consultant’** for the Project.

4.3. The selection is envisaged to be a two-stage process, as stated below. The eligible Bidders shall be technically evaluated (Stages I, consisting of Steps 1 & 2), and Financial Bid of only those Bidders shall be considered (Stage II) who qualify in the technical evaluation.

4.3.1. Step – I: The Bidder’s credentials as per the Eligibility /Technical Evaluation Criteria shall be first assessed to check the eligibility of Bidder. Only those Bidders found to be eligible as per the Eligibility / Technical Evaluation Criteria (Qualified Bidders) will be evaluated for subsequent stages. This

evaluation shall be based on Submittals /Proof provided by the Bidders along with the Bid. Please see “Table for Technical scoring” below.

4.3.2. Step 2: The bidders scoring 60% or above in Step I will be invited to make an in-person presentation and discussion covering the areas mentioned in the “Table for Technical scoring”.

4.3.3. Even though a Bidder may satisfy the above requirements, he would be liable to disqualification if he/firm has:

- a. Made misleading or false representation or deliberately suppressed the information in the forms, statements, and enclosures required in the prequalification document. Bid can be rejected for noncompliance of any terms mentioned in this RFP.
- b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses, etc.
- c. If it is found that the bidder(s)' nature is often going for litigation and not to resolve issues, if any, amicably.
- d. During the evaluation, authority can ask for the clarification/submission of documents. TEC will have right to ask for clarification and/or reject the bid without seeking clarification.

4.3.4. **Stage II: Evaluation of Financial Bid:** Financial Bids of only those Bidders who have qualified in Step 2 as per Eligibility and Technical Evaluation Criteria (having scored 60% or more marks) shall be considered.

- a. Bidders should mention the Financial Bid as per the format provided online:
- b. The combined Stage I and II scores will be considered for selection of the most suitable Firm.
- c. Client does not guarantee the award of work to bidder based on L1 financial quote alone. The award of work would be at the sole discretion of Client.
- d. Client reserves the right to accept or reject any or all Bids without any reasons and can seek clarification / verification with regard to any information or the Bid submitted / required by Client or may require all or any of the Bidders to resubmit the Bid at Client's discretion. Any such verification or lack of such verification, by the Client shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client.
- e. Client can change the process of the selection at any time during or after the bidding process without assigning any reason.
- f. The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Client.

g. Fees quoted for Project Management Consultancy and Liaisoning fee shall be inclusive of all expenses & charges and shall cover all obligations under and in relation to the Agreement and all matters and things necessary for the proper completion of the scope of Consultancy Services as mentioned herein. These total amounts shall be taken as comparative amount for deriving financial score.

h. The Client shall retain the right to close the assignment at the end of any stage for any or all locations, as per the needs of the overall progress of the Project. In such an event the breakup of fees provided in the Financial Bid shall form the basis for finalization of payment after successful completion of the work for respective stage and payment shall be made only for the respective stage. Client reserves the right to issue or not to issue Service Order for any stage. The Consultant shall in no event make Client liable (financially or otherwise) for non-issuance of Service Order for any stage of Service(s) for any reason whatsoever.

4.3.5. Bid comparison method:

Selection method under this tender will be CQCBS (Combined Quality cum Cost Based Selection method). 70% weightage shall be given for Stage I (Step 1 Technical criteria and Step 2 Presentation); 30% weightage shall be given to financial bid (Stage II).

Please see table below as example –

Score obtained					
Stage/Step	Bidder A	Bidder B	Bidder C	Bidder D	Comment
Stage I:					
Step 1 (Out of 100)	62	56	70	72	Bidder B does not qualify for Step 2 (Presentation)
Step 2 (Out of 100)	56	NA	80	68	Bidder A does not qualify for Stage II
	Bidder C & D qualify for Stage II				
Stage II (Financial/Price bid)	NA	NA	100000	105000	
Scoring matrix					
	Bidder C	Bidder D			
Total Stage I weightage	70%	70%			
Step 1 weightage	65%	65%			
Step 2 weightage	35%	35%			
Step 1 score	45.5	46.8			

Step 2 score	28	23.8			
Total (Step I & II)	73.5	70.6			
Weighted score	51.45	49.42			
Total Stage II weightage	30%	30%			
Stage II (Financial/Price bid)	100	95	100000/105000		
Weighted score	30	28.5			
Total final score	81.45	77.92			
	Winning Bidder				

Stage I (Technical stage) consists of Steps 1 & 2.

- Each Step (1 & 2) will be marked on a total of 100.
- Step 1 score will be weighted 65% (A).
- Step 2 score will be weighted 35% (B).
- A bidder will have to score at least 60 in Step 1 on the total of 100 to move on to Step 2.
- A bidder will have to score at least 60 in Step 2 on the total score of 100 to move on to Stage II.
- Total Stage I score (C) = A + B
- Total weightage of Stage I = C*70% (D)
- For financial weightage lowest bidder will get 100 score and accordingly other bidders score will be converted into percentile
- Financial evaluation shall be carried out as under:
- Maximum score (100) being provided to the bidder offering lowest rate (L1).
- Commercial score = $(100 \times L1)/L$ (Bidders offer)
- Total Stage II score (E) = Commercial score*30%.
- The contract shall be awarded to the vendor with highest combined score of Stages I & II calculated using formula as under:
- Combined Score (F) = D + E **Example:**

5. Responsibilities of the Bidder

5.1. It is the sole responsibility of the Bidder to:

- Examine and understand the bid documents, including all the annexures/appendices, addendums/corrigendum if any, and to verify their completeness. In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied, the Bidder shall promptly apply to Client in writing to have any such discrepancy rectified well before the bid closing date;
- Familiarize itself with the Programme in relation to which the services will be rendered and make all relevant investigations in relation to the performance of its obligations pursuant to the Bid;
- The Bidders shall inform Client of any concerns implied or related to but not specifically mentioned in the Bid or other documentation.
- Obtain and maintain permits for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India for the purposes of the bidding process.

- e. Comply with all the terms set out in the RFP and its appendices when submitting its Bid.

6. Other Terms and Conditions:

- 6.1. **Confidentiality:** The Bidder shall ensure the confidentiality of all documents supplied/ provided by the Client or its authorized representatives or consultants, including this RFP. The Bidder shall use the documents for bidding process only.
- 6.2. **Assignment:** Any assignment of this RFP/Agreement or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of Client, shall be void. Any such consent shall not relieve the Bidder from its obligations under the RFP/Agreement.
- 6.3. **Law and Jurisdiction:** The bidding process shall be governed by, and conducted in accordance with, the laws of India, as applicable, and the Courts at Guwahati (Gauhati High Court) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.4. **Bankruptcy:** Client may, at any time, by notice in writing summarily terminate the Agreement without compensation if the Bidder is declared bankrupt/insolvent and/or faces any action of bankruptcy, etc. In such an event, the Bidder will be bound to refund all amounts received from Client.
- 6.5. **Government Regulations:** The Bidder shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations, any statutory compliances or other instructions issued by all statutory authorities in India.

6.6. Other General Terms and Conditions

- 6.6.1. Each page, Annexures and Appendices, must be signed by the Authorized signatory of the Bidder.
- 6.6.2. The Client reserves the right to accept or reject one or all Bids without giving any explanation or re-evaluate some or all Bids, should any evaluated Bid be found to be non-responsive at a later stage. Client reserve right to waive minor noncompliance or ask additional document from bidder for compliances.
- 6.6.3. It shall be deemed that by submitting a Bid, the Bidder has:
 - a. Made a complete and careful scrutiny of the RFP and Bid Documents submitted in response to the RFP;
 - b. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Client subsequently in relation to the RFP. No claim shall be admissible at any stage on this account.
 - c. Satisfied itself about all matters, things and information necessary and required for submitting the Bid, and arrangement to execute the Scope of Services in accordance with the RFP and performance of all of its obligations there under;
 - d. Agreed to be bound by the undertakings provided by it under and in terms hereof.
 - e. Acknowledged that it does not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process.

Scope of services

1. Scope of work

- 1.1. PMC will make all efforts on “best effort” basis for completion of the total project on time and at the cost determined earlier and hand over the same to **AIIMS GUWAHATI** in a fully functional state, having satisfied **AIIMS GUWAHATI** through joint inspection and demonstration of functionalities. PMC role should be up to completion of defect liability period of the civil contractor. At least 1 resource each from Civil, MEP and Fire Fighting shall be deployed during DLP phase.
- 1.2. Time is the essence of the contract and that the mutually agreed time for completion of the Project by the stakeholders including contractor shall be strictly monitored by the PMC. The time duration for completion of this Project is estimated to be 3 (Three) years from the date of award of the contract to the “Contractor” to be engaged for this project.
- 1.3. The scope of work/consultancy to be done by PMC under the contract shall include all work whatever required to be done for managing and implementing the Project including, without prejudice to the generality of the above, the planning, documenting, estimating, engineering, inspection, supervision and reporting of testing, procurement of material and equipment, monitoring, transportation, insurance, coordination, construction, supervision, commissioning, quality assurance etc., in respect of the Project as generally described hereunder.
- 1.4. Details of Scope of work shall include the following:
 - (a) Site familiarity, site documentation including its accuracy, co-ordination of Site activities.
 - (b) Preparation of Architectural and GFC drawings and all necessary drawings required to execute the work need to be submitted on regular basis and get it approved from **AIIMS GUWAHATI**. No execution is permitted without approval of **AIIMS Guwahati**. Proof checking of drawings need to be done from IIT/NIT/ Govt. Engineering Colleges as per advice of **Client**.
 - (c) Coordination between all stake holders associated with **AIIMS GUWAHATI** to ensure seamless project progress. Any information related to project need to be submitted to **AIIMS GUWAHATI** as and when required.
 - (d) Finalisation of technical specifications in consultation with **AIIMS GUWAHATI** and preparation and release of various tender documents for procurement of Water supply, MEP items and other services for the construction work related to the project. All such tender documents will require prior approval from **AIIMS GUWAHATI**.
 - (e) Coordination with **AIIMS GUWAHATI** for full BMS design and implementation, including documentation.
 - (f) Checking and validation of cost estimates / budget for the entire Project as per Design and any requirement from the **AIIMS GUWAHATI**.
 - (g) Managing Procurement and Execution, Installation, Testing and Commissioning of the entire project covering:
 - Civil, Structural, Interiors, Plumbing, Sanitary, all MEP Services, Land development, Landscaping, road network, drainage work, external electric supply, external water supply, sewage system including STP & ETP etc.

- Comprehensive Energy Management plan, including alternate source of Energy.
 - Electrical Power / Lighting / lifts /internet facility/ telephone network / fire alarm / smoke detection / PA system / CCTV / access control, etc.
 - Mechanical and rotating equipment.
 - Material handling equipment and Process Instrumentation.
 - Fire Fighting and Fire Suppression System.
 - HVAC, Ventilation and Air flow & quality management.
 - Fabrication and erection of fixed/mobile work stands.
 - Loose, Fixed Furniture and all Mill Works.
 - Erection, installation, testing and commissioning of any equipment supplied by **AIIMS GUWAHATI**.
 - Supervision of entire Works (including any other requirements from **AIIMS GUWAHATI**).
 - Site Management and Construction supervision throughout the job Quality assurance by competent Engineers.
 - Co-ordination with Vendors and Contractors, Project planning, monitoring, and control.
 - Cost control.
 - Risks and Issues management.
 - Scheduled Progress and Highlight Reporting.
 - Work measurement, payment certification and making recommendation to **AIIMS GUWAHATI** for making payment to the Contractors/Vendors by submitting Memorandum of Payment. Settlement of additional claims/deviations, if any, after scrutiny.
 - Financial and budgetary controls.
 - Ensuring the contractors' work order includes compliance with all formalities such as insurance, local taxation and duties, clearance, custom clearance (if applicable), demurrage/ wharf age charges as applicable.
 - Closing of works and disposing of surplus material by the contractors/ vendors.
 - Handing over of the Project with final bills, operation/service/maintenance manuals, guarantees, certificates, completion drawings and documents; etc. after collection of the same by the contractors/ vendors.
 - Green Building Co-ordination Services with designated authority (local/central) and Contractor.
- (j) All Works shall be inspected by **AIIMS GUWAHATI** to ensure satisfactory completion, and if any shortcomings / defects are noticed by **AIIMS GUWAHATI**,

the same has to be rectified by PMC through the Contractor before the settlement of final bill, at no extra cost to **AIIMS GUWAHATI**. Each work shall be separately checked and accepted by **AIIMS GUWAHATI**.

- (k) NO CLAIM CERTIFICATE FROM CONTRACTORS/ VENDORS to be submitted along with work completion certificates.
 - (l) Payment of salary and perquisites of PMC personnel engaged in the Project rests solely with the PMC including taking insurance of all kinds for PMC personnel with accident benefits.
 - (m) Provision of residential accommodation required by PMC for their staff and consultants / Contractors/ Vendors appointed by PMC.
 - (n) Spending on postage, stationery, telephone, local and outstation conveyance expenses towards travel/ tour of PMC personnel for execution of this Project.
 - (o) Taking appropriate all risks insurances to cover the liabilities arising out of discharge of PMC obligations under this Contract.
 - (p) Inspection to be carried out for all materials /equipment supplied for the Project as per standard norms, and confirmed by **AIIMS GUWAHATI**. Bidder should include cost of inspection in their proposal and there will no separate reimbursement for this.
 - (q) Any other Works including incidental Works required for the successful completion of the Project in all respects.
- 1.5. PMC shall recommend award of a suitable package of Construction / erection / supply / installation / testing / commissioning works only to recognized, reputed and specialized agencies capable of executing the Works assigned, for works where tendering is not done. Each such award will be done only with prior written consent of **AIIMS GUWAHATI**.
- 1.6. PMC shall assist for procurement of key items unless such materials are agreed to be procured by **AIIMS GUWAHATI** directly. PMC shall have to arrange for the installation, testing and commissioning of such equipment supplied by **AIIMS GUWAHATI**.
- 1.7. PMC shall comply with all Central, State and Local government, regulations, / requirements, instructions, laws and requirements applicable to Works.
- 1.8. PMC will assist the **AIIMS GUWAHATI** and its officials/representatives in end-to-end documentation of the project.
- 1.9. Scope of work/ Number of structures may be increased/ decreased as per sole discretion of **AIIMS Guwahati**.

2. Construction Management

PMC shall execute the project in a time bound manner through co-ordination with **AIIMS GUWAHATI** and all the stake holders and ensure hand over the building/works complete in all respect to the client with the timeline submitted in Project Master Schedule.

PMC shall provide Construction Management Services from the start of construction up to commissioning of the project, including defect liability period of 01 years to the client. It

shall also be the responsibility of the PMC to coordinate with various construction agencies for smooth execution of the project.

2.1.1 Mobilization of Work and Material on Site

- (a) Mobilisation within 14 days, of their site team at the site after issue of **Letter of Award** by the client.
- (b) Provide a proposed site utilization plan of the entire construction site; illustrating areas available for barricading, Contractor construction access and trailer areas, access to adjacent facilities and related key materials.
- (c) Mobilizing thorough On-site Coordination with the Vendor and Project/Design Team.
- (d) Co-ordinate with the Firms' appointed for execution of works including off-site movement of materials.
- (e) Review & approve work programme / detailed construction schedule and resource deployment plan/ organization chart shared by Contractor
- (f) Initiate kick-off meeting with all the vendors for mobilization at site.
- (g) Coordinate the site layout works.
- (h) Facilitate in development of Project Execution Plan.
- (i) Coordinate for Shop Drawing Submission by various contractors retained for the Project and the Services.
- (j) Coordinate the approvals of Shop Drawings by appointed Design Team and services Consultants.

2.1.2 Materials Management for client issued key items:

- (a) Prepare the procurement schedule of various client supply items to fit the Master Project Program.
- (b) Follow up with all suppliers and vendors for timely dispatches of materials, equipment, etc.
- (c) Setup processes to maintain the complete store management for client issued key material inc. inspection of the goods under delivery with respect to the specification laid down, proper and safe storage, daily material receipt and consumption records (material receipt notes (MRN) or goods receipt notes (GRN)). Update the records of such materials for issue to vendors and keep a track on the quantity supplied versus consumed to avoid wastage.
- (d) Expediting the availability of materials at site in the required sequence and quantities to match the Master Project Program.
- (e) Reconciliation of all the client supplied key materials being handed over to contractor for installation. Preparing the debit notes to contractors for any shortfall in such items.

Also, advising and assisting Client to arrange delivery of such goods in order to complete the project in time.

2.1.3 Monitoring

- (a) Provide pro-active participation in monitoring and verification that all schedule activities are occurring in accordance with the approved Master Construction schedule.
- (b) Pro-active verification may include phone calls, video conferencing, obtain invoice documentation, shipping data and any other actions, review submission of submittals to determine adherence to approved submittal schedule etc.

- (c) Establish and provide a comprehensive program to monitor and evaluate all the necessary checks and performance criteria for Civil works and MEP services, Firefighting services are taken into consideration, and report the same to client.

2.1.4 Project Monitoring Dashboard

- (a) The PMC will be responsible for designing and developing a web/internet/software based comprehensive Dashboard, which should incorporate progress of all stages of a project.
- (b) The Dashboard should be dynamic and updated on a weekly basis by the Site Management or Central Management teams
- (c) The same shall also be made available to the client for view at any point of time
- (d) Monthly reports to be submitted by the seventh day of the following month.

2.1.5 Photo Documentation

- (a) The PMC shall be responsible to maintain photo documentation of critical construction stages.

2.1.6 Quality

- (a) Develop a QA/QC program including methods and frequency of inspections. Provide all supervisory and inspection staff at the job site necessary to verify that the project is properly constructed in strict accordance with the contract documents, the Schedule and within budget.
- (b) Conduct inspections & testing of construction works as per Quality Assurance plan and maintain requisite Quality Management documents
- (c) On the basis of on-site inspections, the PMC shall recommend rejection of work that does not conform to the requirements of the contract documents.
- (d) As part of this task, the PMC shall also monitor the Construction Contractor(s) quality control operations/inspections.
- (e) The PMC shall coordinate and participate in the required code inspections with the Contractor(s) and/or other State Agencies.
- (f) The PMC shall immediately notify the client of any code inspection failures and schedule the necessary corrective action and re-inspection of the work to minimize the impact, if any, to the progress of the work and completion of the project as scheduled.

2.1.7 Site Safety Monitoring

Following actions are proposed under this part of the scope:

- (a) Contractors are expected to share the base safety plan. This will be reviewed for conformance to safety vision and policy of the Client, statutory labour laws and the project requirement. PMC may recommend modifications to the base safety plans which, upon review by **AIIMS GUWAHATI**, will become the final document to be followed.
- (b) PMC will monitor the approved safety plan and monitor for the compliances – The observations on the same will be reported through weekly and monthly reports.
- (c) Maintain safety records / Non-compliances / Accident major-minor reports / and other requisite documents required as per Safety Management standards based upon reports submitted by implementation contractor/contractors – All the records (including near miss) will be maintained by Safety Engineer and same will be included in Monthly Project Reports (MPRs).

- (d) Conduct a safety audit at agreed periodicity and report the same to the Client – Random safety audits will be conducted by Safety Engineer. The non-conformities will be issued, and the contractor will have to close the non-conformities within agreed timelines. Analysis of the non-conformities will be informed in MPRs.
- (e) Periodically conduct safety committee meeting and monitor necessary trainings are conducted by implementation contractor/contractors at agreed periodicity - The meeting will be scheduled well in advance with clear agenda. All meetings will start off with the actions from previous meeting and end by finalising actions from the meeting.

2.1.8 Project Billing

- (a) Establish a design control system to identify changes, so that timely action may be taken in order to remain within budget.
- (b) Obtain authorization of **AIMS GUWAHATI** for variations in design when agreed limit of authority is exceeded.
- (c) Scrutinize and check applicability of extra items, substituted items, deductions, reductions, etc. which have cost implications and take prior approval of the owner in authorizing such changes in works.
- (d) Scrutinize construction bill, prepare regular valuations and payment certificates of Firms' / Vendors bills for payment in accordance with the contract, after ensuring deductions of statutory taxes.
- (e) Manage variations and deviations to the project and. The same to be submitted with every RA bill.
- (f) Submit to the client periodical statement of costs incurred at various stages of works and provide to owner deviation statement of costs compared to budgeted costs for various stages against cash flow.
- (g) The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the firm's bills to the client for payment.
- (h) Prepare and seek approvals by client on Change Orders and conduct cost-time impact analysis for the changes / variations proposed
- (i) Checking and Certification of firms running and final bills of the works executed for the purpose of payment to be released to the construction agencies.

2.1.9 Labour Regulations Compliance

- (a) Co-ordinate PMC and Contractors' compliance with requirement of Labour Laws, Welfare measures as per the law of land.

2.1.10 Post Construction – Handing Over, Commissioning Stage and Defect Liability Period.

- (a) PMC will coordinate in conducting pre- despatch commissioning tests including witnessing commissioning test, and report will be reviewed by concerned Team Lead (Civil/ Electrical and Instrumentation/ Mechanical)
- (b) Verification will be done when installation is complete for all building systems and controls including Heating, Ventilation and Air-conditioning (HVAC), Lighting, Energy Management, Security, Fire detection and notification, Network wiring and issues will be flagged to the client for any lapse in executed work
- (c) All installations shall be checked for completeness with respect to order including circuit diagrams, labels, and utility connections
- (d) Compiling and reviewing of warranty, operation manuals, critical spare list as per contract and submission to client

- (e) Following additional requisite documents shall be collated and handed over for further plant operations:
- (f) List of spares,
- (g) Warrantees & guarantees,
- (h) List of Operation & maintenance (O&M) manual
- (i) Training record
- (j) Escalation matrix for support of asset performance
- (k) Records of liquidation of punch list, snag list, rectification plan by the Contractor while recommending the start of Defect Liability Period (DLP) including timelines for closure of operational snags.
- (l) Record of actual project performance at closure against as planned during project setup.
- (m) Completion certificate (CC) and assist the Client in issuing completion certificates to contractors.
- (n) As-built drawing list, technical documents, Lesson Learnt.

3. Other activities to enable commencement of operations:

- (a) Coordination with any other vendors/ consultants being used by **AIIMS GUWAHATI** to enable smooth launch of operations.

4. Obligation and Responsibilities of PMC

- (a) To perform all their functions falling within the scope of PMC in accordance with mutually agreed completion schedule.
- (b) To observe robust and established engineering practice using Standards, codes, and Regulations as applicable, for the purpose specified and suitable for particular purposes intended.
- (c) Exercise cost control to keep costs within the amount approved and as amended by Client from time to time thereafter.
- (d) Key equipment purchased will be inspected, quality certified and Materials Acceptance Certificate issued by the PMC's Inspecting Group.
- (e) In order to obtain first-hand information about assignment and work involved and to know the local site conditions, it is advised that necessary visit at the site may be carried out before furnishing the tender proposal by making prior appointment with **AIIMS GUWAHATI** by giving sufficient time.
- (f) The PMC shall be deemed to have visited the site of work and obtained full knowledge of scope of services involved in this consultancy tender before quoting their price and no claim for any EXTRA PAYMENT on account of any misunderstanding, etc. will be entertained by the client, irrespective of the fact whether they have actually visited the site or not.
- (g) The PMC shall establish a site office with necessary infrastructure and facilities, near the office of Project or at site specified by **AIIMS GUWAHATI** for speedy progress of work, liaison, coordination and scrutiny of various documents.
- (h) In respect to Site Works, close and meticulous supervision will be provided by the PMC's Engineers and adequately posted at site exclusively for this Project to help assure the quality.
- (i) Overseeing and ensuring agreed QA plan of construction.
- (j) The following documents shall be provided by PMC to client for their approval (some of the following shall be submitted in consultation with design consultants/ local/liasing Architect):
 1. Overall layout plan
 2. Project Governance Structure
 3. Basic engineering package and block plan for utilities

4. Building layout plan
5. Preliminary cost estimates
6. Detailed Timeline with Milestones

- (k) PMC shall prepare a detailed cost estimate, with rate analysis at the planning stage, within 14 days of finalization of the requirement of the project.
- (l) In addition to the above-mentioned clauses, before inviting tenders for any particular work, a realistic estimate on the detailed design, specification, and BOQ has to be prepared for the work, supported by rate analysis of rates for major items based on prevailing market rates and standard rate review handbook so that the reasonableness of the lowest tender received can be gauged.
- (m) PMC shall keep a close watch on abnormally Low and High rates items quoted by the lowest bidder and ensure that undue favour is not given to Contractor, thereby causing loss to Client.
- (n) PMC shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials, and methods. The PMC shall always act, in respect of any matter relating to this Contract or to the Works, as faithful advisers to Client and shall at all times support and safeguard Client's legitimate interests in any dealings with PMC or third Parties.
- If at any stage during the execution of the Contract it is found that the Works rendered by the PMC are found unsatisfactory, the Client will be at liberty to obtain the services from alternative sources at the sole risk and cost of the PMC subject to the limit of liability defined in Agreement. The client will issue a notice to the PMC in such an eventuality seeking rectification within a period of three (3) weeks. In the event the PMC fails to satisfactorily resolve client's concerns, the client will be free to execute/trigger this clause.
- (o) The PMC shall not engage and shall cause their staff as well as its Consultants, Contractors or Vendors and their employees not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- (p) Except, with the prior written consent of **AIIMS GUWAHATI**, PMC, its Consultants, Contractors or Vendors, and their staff shall not at any time communicate to any person or entity any confidential information acquired in the course of the Works/services, nor shall such parties make public the recommendations formulated in the course of, or as a result of, the Works. Information to be kept confidential will be marked "Confidential." This obligation will extend for a period of 5 years after expiration or termination of the Contract. This requirement does not apply to information in the public domain, already known to the other party, received from a third party without any obligation of confidentiality or required to be disclosed by a court or government agency.
- (q) All maps, plans, drawings, specifications, reports, all documentation pertaining to the Project and the subject matter contained therein and all other information given to the PMC by Client, in connection with the performance of the Works shall be held confidential by PMC and remain the property of the Client and shall not be used or disclosed to third parties by the PMC for any purpose other than for which they have been supplied or prepared. The PMC may disclose to the third parties, upon execution of confidentiality agreements, such part of the

drawings, specifications or information if such disclosure is necessary for the performance of the contractual services.

In case of breach of any of the obligations of confidentiality by PMC under this article, Client shall be entitled to recover the entire amount payable under the Contract and claim damages and blacklist for lifetime for breach of confidentiality from PMC.

- (r) On completion of the work or termination of the Contract, PMC shall return to **AIIMS GUWAHATI** all drawings and documents received by him/her from **AIIMS GUWAHATI**. The PMC shall ensure that neither the PMC nor any of its officials and employees or any other persons shall have possession or access to any copy thereof.
- (s) PMC acknowledges and agrees that all plans, drawings, specifications, designs, reports, other documents and software submitted by the PMC under this Contract shall become and remain property of **AIIMS GUWAHATI** and the PMC shall, not later than upon termination or expiration of this Contract, deliver all such documents to **AIIMS GUWAHATI**, together with a detailed inventory thereof. The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of **AIIMS GUWAHATI**.
- (t) The PMC shall ensure that the Confidentiality clause as per the draft Consultancy Services Agreement shall apply to PMC's current employees/associates, PMCs Contractors, Consultants, and Vendors.
- (u) PMC acknowledges that **AIIMS GUWAHATI**, shall have full powers and without giving any reason to require the PMC to immediately cease to employ in connection with this Contract any representative, agent, servant, workmen or employee whose continued employment is in its opinion undesirable. PMC shall not be allowed any compensation on this account.
- (v) **Code of Conduct:** Any offers, direct or indirect, any illegal payments, remuneration, gifts, donations or comparable benefits to any **AIIMS GUWAHATI** employee / representative, which are intended or perceived to obtain business or uncompetitive favours for the conduct of business, excepting nominal gifts which are customarily given and are of commemorative nature for special events, are strictly prohibited. The PMC agrees that it will not employ any child labour in the services under this contract. The PMC represents that it has complied with and shall comply with all rules and regulations of the Child Labour (Prohibition and Regulation) Act, 1986. **AIIMS GUWAHATI** shall have the right to terminate the Agreement forthwith in the event the PMC does any act or thing which shall contravene any provision of the Child Labour (Prohibition and Regulation) Act, 1986. The PMC shall be liable for any loss and damage caused to **AIIMS GUWAHATI** due to failure on the part of the PMC due to this.

Covering letter

[on the letter head of the Bidder]

Kind Attention:

location:

Date:

The Executive Director,
AIIMS GUWAHATI,
Changsari, Guwahati-781101 (Assam)
Tender No.:

Sub: Submission of Proposal for SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR PLANNING, DESIGNING, CONSTRUCTION AND MAINTENANCE UNDER EPC CONTRACT MODE FOR VARIOUS FACILITIES AT AIIMS GUWAHATI

Sir,

1. Having read, carefully examined and understood the RFP dated [●] issued and **AIIMS GUWAHATI** and all annexures and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby offer to perform the Services for the parts specifically mentioned in our Bid in accordance with the scope of Services and the terms and conditions set forth in the RFP and the other RFP documents.
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the RFP during the bidding process.
3. We agree that we have inspected and examined the RFP documents and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
4. Without prejudice to the generality of the foregoing:
 - (a) We undertake to keep our Bid valid and open for acceptance without unilaterally varying or amending its terms for the Bid Validity Period stated in the RFP;
 - (b) We agree that if our Bid is accepted, we will execute the Agreement as per conditions of contract, provide the necessary requirements and obtain and provide the Performance Guarantee all in accordance with the RFP.
 - (c) We acknowledge and agree that the acceptance of our Bid and award of the contract, and the cancellation or modification of the RFP at any stage is at Client's sole discretion and any decision taken by Client in relation to the RFP (including any award) is final and binding on us and we shall have no rights or claims arising out of or in relation to any decision of Client in relation to the RFP or the selection process thereunder.
 - (d) We acknowledge and agree that Client is not bound to accept the lowest or any Bid or offer that Client may receive.

5. We represent and warrant to Client that as of the date of submission of the Bid and till the end of the Bid Validity Period (as may be extended):
 - i. the information furnished by us is complete, accurate, unconditional and fairly presented;
 - ii. we have the necessary technical and financial ability and adequate skilled and experienced resources for undertaking the Services if our Bid is accepted;
 - iii. we follow all the terms and conditions of the RFP.
 - iv. there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to the award of the contract;
 - v. We have all the necessary corporate and statutory approvals and authorizations to participate in this RFP and to submit the Proposal as a binding offer in response to the RFP, the Confidentiality Undertaking and all other documents that are required to be submitted pursuant to the RFP, and to execute and perform the Agreement (if required);
 - vi. We or the personnel we intend to engage for this assignment are not disqualified from undertaking the assignment on account of security clearance by the Government of India, any relevant authority of the Government of India or by any international agency or other governments and that at all times we shall provide any information required to assess the same.
 - vii. we have factored in all costs and expenses for undertaking the scope of Services for the relevant part in accordance with the terms and obligations specified in the RFP and that the same is sufficient and reflects our no-regret offer in all respects. In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify Client of the same.
 - viii. We acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against the Bidder as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity.
6. We declare we have not been declared ineligible for corrupt or fraudulent practices in any tendering process.
7. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
8. This Bid shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The Gauhati High Court will have exclusive jurisdiction in respect of all matters arising out of this Bid.
9. We have agreed that [_____] [Insert Authorized Signatory's name] will act as our representative and has been duly authorized to submit the Bid and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Bid, which will be binding on us.
10. We have provided details, in accordance with the instructions and in the form required by the RFP and have attached the same as appendices to this bid. These documents form an integral part of this Bid:
 - Annexure 1: Eligibility Criteria
 - Annexure 2: RFP Questionnaire
 - Annexure 3: Legal Structure
 - Annexure 4: Litigation History
 - Annexure 5: Technical Proposal including approach, methodology and work plan

Annexure 6: Format for providing details relating to fulfilment of Scoring Criteria
Annexure 7: Format for providing details relating to fulfilment of Eligibility Criteria
Annexure 8: General Information on Organization and Structure
Annexure 9: Format of undertaking with regard to blacklisting/ non- debarment by organisation
Annexure 10: Documents relating to authorized signatory
Annexure 11: Financial Information certified by Chartered Accountant or Statutory Auditor
Annexure 12: Declaration
Annexure 13: Terms and conditions for Consultancy Services
Annexure 14: Financial Proposal (To be uploaded separately in financial bid/Price Bid/BoQ)

Yours Faithfully,
[Signature and Details of the Authorized Representative]

Eligibility Criteria

1. Evaluation Criteria for submitted Proposals for given scope of Services shall be as below.
Refer **Annexure 7: Format for providing details relating to fulfilment of Eligibility Criteria** for format of submission.

SN	Criteria for Evaluation of Eligibility	Parameter	Submittals / Proof
1a	The Bidder should be registered in India as a “company” registered under Indian Companies Act, 1956 or 2013 (OR)	-	Certificate of registration in good standing.
1b	Total experience as a “Company”	Minimum 5 years as 100% whole subsidiary company where the principal company is a CPSU	Incorporation certificate
2	Experience in Similar Projects (Past 5 years).	Minimum 2 (two) G+5 Residential buildings/hostels unit in educational institute or big hospitals of repute, including Civil, MEP, Firefighting and all other allied services.	Completion certificates with details - 2 projects.
3	Average annual turnover for SIMILAR Project Management Consultancy work/ services	Rs. 15 Crores or more during the last three years (2020-21, 2021-22, 2022-23)	Certificate from CA or Statutory Auditor
4	Litigation history	-	Refer Annexure 4: Litigation History
5	Bidder should not be blacklisted / Debarred by any Govt./Semi Govt. organisation	Declaration	Shall provide declaration in Annexure 13

- 1.1. Similar Projects shall mean G+5 Residential buildings/hostels unit (Minimum) in educational institute or big hospitals only.
- 1.2. Appropriate submittals / proof justifying the Eligibility Criteria shall be provided along with the Bid. Bid without submittals shall be liable for rejection at the discretion of the Client.
- 1.3. Refer **Annexure 7: Format for providing details relating to fulfilment of Eligibility Criteria**.
2. Technical scoring for submitted Bids for given Scope of Services Part 1 Design Development Consultancy shall be as below (Refer **Annexure 6** for format): **Table for Technical scoring (Stage I)**:

Scoring – Stage 1 (Steps 1 & 2)				
Sr. No.	Criteria for Evaluation of Eligibility	Minimum parameter	Total score	Ranking parameters
1a	Total experience as a “Company”	Minimum 5 years	20	>=5yrs to <7yrs. = 18
				>=7yrs. = 20
1b	For 100% subsidiary company	Minimum 5 years	20	>=5yrs to <7yrs. = 18
				>=7yrs. = 20
2	Experience in Similar Projects (Hostels, Residential Quarters G+5 minimum, Indoor Stadium) (Past 5 years).	Minimum 2 (two) G+5 Residential buildings/hostels unit in educational institute or big hospitals of repute, including Civil, MEP, Firefighting and all other allied services.	20	Completed projects:
				2 = 18
				3+ = 20
3	Average annual turnover for Project Management Consultancy work/ services	Rs 15 Crores or more during the last three years (2020-21, 2021-22, 2022-23)	25	>=15 crores to 20 crores = 20
				>=20 crores = 25
4	Energy Efficient Design Experience, expertise, and past performance in ecologically sustainable design and with GRIHA certification of minimum 3 Stars.	PMC experience in Project Management document	15	No. of hospital projects completed with energy efficient design:
				3 Star = 10
				4 Star = 12
				5 Star = 15
5	Personnel strength	PMC document	20	No. of years in experience (applicable to deployed team members):
5a	Project /Contract Management expert (5 points)			5yrs to 9yrs = 1.5
5b	Architect (5 points)			>9yrs to 12yrs = 2
5c	Structural Engineer (5 points)			>12 yrs. = 2.5
5d	Electrical and HVAC Engineer (5 points)			Value of projects (Rs. crores):
5e	Construction Management Expert/Project Management Specialist (5 points)			100 crores to 150 crores = 2
				>150 crores= 2.5

6	Total score (Step 1)		100	[A]
7	Weighted total score (Step 1)		65%	A*65% = C
8	Technical presentation 1. Understanding of project goals 2. Experience in Energy efficiency. 3. accreditation 4. Cost-saving construction methodology. 5. Proposed timeline 6. Team strength 7. Any outstanding achievement 8. Value-addition beyond the scope of work	Committee will review and allocate marks based on the presentation given	100	[....]
9	Total (Step 2)			[B]
10	Weighted total score (Step 2)		35%	B*35% = D
11	Total Stage I score			C+D

- 2.1. It is clarified that the Experience with respect to the Technical Evaluation Criteria referred to in the above table shall be with respect to the Scope of Services and past experience in similar nature of works.
- 2.2. Similar Projects shall mean PMC for residential/ hostel building construction projects of Hospitals/ Educational institute of repute and educational institutions only.
- 2.3. Bidders qualifying as per the Technical Evaluation Criteria shall only apply.
- 2.4. Team refers to Project Management Consultants, Architects, Design Engineers, Structural Designers, Mechanical Engineers, Civil Engineers, Electrical Engineers, Site Engineers and Quantity Surveyors.
- 2.5. Appropriate submittals / proof justifying the Technical Evaluation Criteria shall be provided along with the Bid. Bids without submittals shall be liable to rejection at the discretion of the Client.

RFP Questionnaire

1. BIDDER	
1.1. Full Name	
1.2. Legal Status (firm/company, etc.)	
1.3. Jurisdiction of Incorporation	
1.4. Year of incorporation / registration	
1.5. Registration Number	
1.6. Registered Address	
2. Mention the document authorising the Authorised Signatory (copy of the document to be provided in Annexure 10)	
3. Tax Registration Details	
3.1. GST	
3.2. Income Tax	
3.3 Pan Card	
4. Contact Person for this Proposal	
4.1. Name	
4.2. Address	
4.3. Office Phone	
4.4. Mobile Phone	
4.5. Fax	
4.6. E-mail Address	
5. Turnover Details (To be certified by CA)	

Legal Structure

1. **In case of companies:** Bidder shall clearly mention the corporate legal structure of the entity which is bidding, it's holding company, subsidiaries (if any) of the Bidder and the shareholding pattern of the Bidder.
2. Organogram and CVs of Key personnel to be submitted.

Litigation History

[on the letter head of the Bidder]

Year	Award / order / judgement / decree etc. for or against the Bidder including present litigation	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value)

Technical Bid including Approach, Methodology and Work Plan

[on the letter head of the Bidder]

1. Technical Bid shall include Approach, Methodology and Work Plan: The Bidder shall include a detailed narrative on the approach, plans (to match the Scope of Services, including milestones & timelines). This shall demonstrate its:
 - (a) Understanding of Scope of Services and the Project;
 - (b) Work methodology, tasks, timelines, technical skills, method and technology / systems that will be used to develop and document each of the major areas of the Scope of Services;
 - (c) Organization chart of the Bidder
 - (d) Manpower proposed for the project (complete CVs along with the deployment schedule)
 - (e) Resource and manpower mobilization plan.

Format for providing details relating to fulfilment of Scoring Criteria

[on the letter head of the Bidder]

1. (a) Format to provide details of Experience similar services across Similar Projects (for sl no 2 of technical scoring)

SN.	Name of Project	Name of company / organization with contact details for reference check	Exact scope of services for which the contract was awarded	Value of contract	Date of award of contract	Completion time as stated at the time of contract award or tender (weeks)	Actual completion (weeks)	Explanation how the Project is Similar Work
1								
2								
3								

2. Average Annual turnover during the last three financial years only from Project Management Consultancy (for sl no 3 of technical scoring)

Rs	2020-21	2021-22	2022-23	Average
Turnover				
Profit Before Tax				
Profit After Tax				

3. Format to provide details of Team of Engineers and support Staff (for sl no 5 of technical scoring)

S no.	Name	Qualification	Position held	Years with Bidder firm	Total experience of the person	Area of expertise
1						
2						
3						

Format for providing details relating to fulfilment of Eligibility Criteria

[on the letter head of the Bidder]

1. Format to provide details of Experience similar services across Similar Projects – (Minimum 2 (two) G+5 Residential buildings/hostels unit in educational institute or big hospitals of repute, including Civil, MEP, Firefighting and all other allied services). (For S.no 2 of Eligibility Criteria)

SN	Name of Project	Name of company / organization with contact details for reference check	Exact scope of services for which the contract was awarded	Value of contract	Date of award of contract	Completion time as stated at the time of contract award or tender (weeks)	Actual completion (weeks)	Explanation why the Project is Similar Work
1								
2								
3								

Note: All amounts to be quoted in INR

- Average annual turnover for Project Management Consultancy and Engineering consultancy as per format of **Annexure 11**.
- Litigation history**– As per **Annexure 4**
- Bidder should not be blacklisted / Debarred by any Govt./Semi Govt. organization; Declaration shall be provided in this regard- As per **Annexure 9**

General Information of Organization and Structure

1.	Name of Applicant/ Company	
2.	Address for correspondence	
3.	Official e-mail ID for communication	
4.	Contact person	
	Telephone/ Mobile Nos.	
	Fax No.	
5.	Type of Organization:	
6.	Place and year of Incorporation/ Registration	
7.	Name(s) of the persons along with their qualifications and designations, who is authorized to deal with AIIMS GUWAHATI (attach copy of power of Attorney)	
8.	Bank Details:	
	Name of the Bank	
	Account No.	
	Name & Address of the Branch	
	IFSC Code	
	MICR Code	

1.	Name & Address of the Applicant/ bidder with Telephone No./ Fax No./ E-mail ID	
2.	a) Year of Establishment	
	b) Date & Year of commencement of practice	
3.	No. of Branch Offices	
	a) Name & designation of Branch Head	
	b) Address of Branch Office	
	c) Area of jurisdiction	
	d) Area of specialization	
4.	Total No. of professional staff (In houses):	
	a) Principal/ Lead Project Management Consultant	
	b) Sr. Project Management Consultant	
	c) Contracts Management Consultant	
	d) Landscape Project Management Consultant	

	e) Architect	
	f) Civil Engineer	
	g) Structural Engineer	
	h) Design Engineer	
	i) Electrical Engineer	
	j) Mechanical / HVAC Engineer	
	k) Quantity Surveyor	
5.	a) No. of Subsidiaries/ Offices	
	b) Location & Area of jurisdiction & specialization	
6.	Address of Main/ Branch office of applicant Organization nearest to Guwahati and its distance.	

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

[on the letter head of the Bidder]

Kind Attention:

Location:

Date:

The Executive Director,
AIIMS GUWAHATI, Changsari
Kamrup (R), Guwahati-781101
Assam

RFP No. _____

For carrying out work of _____

We hereby confirm and declare that we, M/s _____, is not blacklisted/ Deregistered/ debarred by any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For _____

Authorised Signatory

Date

FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the **Power of Attorney**)

We, M/s. (Name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. (Name and residential address) who is presently with us and holding the position of and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid (**SELECTION OF PROJECT MANAGEMENT CONSULTANTS FOR PLANNING, DESIGNING, CONSTRUCTION AND MAINTENANCE UNDER EPC CONTRACT MODE FOR VARIOUS FACILITIES AT AIIMS GUWAHATI**), including signing and submission of application/ Bid/ proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with **AIIMS GUWAHATI**, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with **AIIMS GUWAHATI** and thereafter till the expiry of the Contract Agreement.

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

Dated this the day of..... 2023.

.....

(Signature and name of authorized signatory being given **Power of Attorney**).

(Signature and name in block letters of Authorized Signatory for the Firm/Company) Strike out whichever is not applicable) - procedure if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Name in Block Letter:

Signature:

Power of Attorney is to be attested by Notary.

Seal of the Firm/Company –

Witness 1:

Witness 2: -

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Financial Information certified by Chartered Accountant or Statutory Auditor

Note: Turn over amount of consultancy fees for Project Management Consultancy and Engineering Services shall only be included in below table.

The financial details of M/s _____ for the past financial years are given below and certified that the figures as given below are in conformity with the audited statement of accounts and other statutory returns (i.e., Income Tax & GST) and are true and correct.

Financial Information in INR Cr.	Historical Information for previous 3 financial years			
	FY 2020-21	FY 2021-22	FY 2022-23	Average
Total Assets				
Total Liabilities				
Net Worth (Share capital + Reserves and Surplus)				
Liquid Resources (Cash and bank balances)				
Current Liabilities				
Turnover				
Profit Before Taxes				
Profit After Taxes				

This is to certify that above turn over amount is from consultancy fees for Project Management Consultancy services only.

Sign and seal of CA
With registration no.

Declaration

[on the letter head of the Bidder]

Kind Attention:

Location:

Date:

The Executive Director,
AIIMS GUWAHATI, Changsari
Kamrup (R), Guwahati-781101
Assam

RFP No.05/26/PMC/AIIMS/ENGG/2023-24/01 dated 30.08.2023
For carrying out work of

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by **AIIMS GUWAHATI** ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid for Guwahati location
2. We have submitted EMD of Rs..... against above mentioned quoted locations.
3. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
4. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
5. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by **AIIMS GUWAHATI** as per the terms and conditions.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
7. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. **AIIMS GUWAHATI** has the right to accept or reject any or all the bids/proposals without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

10. We understand and agree that **AIIMS GUWAHATI** reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
11. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
 - i. The information furnished by us is complete, accurate, unconditional and fairly presented;
 - ii. we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
 - iii. we follow all the terms and conditions of the RFP;
 - iv. There is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection;
 - v. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - vi. I/We have not been black-listed or debarred by the **AIIMS GUWAHATI** or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - vii. we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
12. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
13. This Bid shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati (Gauhati High Court) will have exclusive jurisdiction in respect of all matters arising out of this Bid.
14. We have agreed that [_____] [Insert Authorized Signatory's name] will act as our representative and has been duly authorized to submit the Bid and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Bid, which will be binding on us.
15. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
16. If our Bid is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.
17. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
18. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
19. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.

20. We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including annexures, amendment/ corrigendum if any.
21. We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
22. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,
[Signature and Details of the Applicant/Authorized Representative]

Name of the Authorised Signatory:

Designation:

Contact Details:

Mobile:

Email:

Terms and conditions for Consultancy Services

The Client reserves the right to modify, add or change the terms of this term sheet at its discretion.

1. Parties

- 1.1. The Agreement shall be entered into between the Consultant and **AIIMS GUWAHATI** (“Client”) for execution of work.

2. Term

- 2.1. Short listed bidder shall be invited to sign contract along with Performance security, if any, based on scope of work.
2.2. Short listed bidder will be awarded contract for project.

Commencement of Services:

- 2.3. Consultant shall commence services within 14 days of LOA.
2.4. On a case-to-case basis, the Client may agree for allowing further mobilization time for consultant to commence services.

- 3. Scope of Services:** As defined in **Annexure A** to the RFP. Performance of scope of Services shall be defined as Deliverables by the Consultant.

4. Completion of Services

- 4.1. Timeline for completion of services during Pre-construction phase Consultancy:

SN	Submission Stage	Completion timeline
1.	Team mobilisation	2 weeks from award of contract
2.	Detailed BoQ/DBR for Contractor	To be intimated subject to progress of design development stage by the PMC.
3.	Detailed BoQ/DBR for MEP and related	
5.	Detailed BoQ/DBR for Firefighting services	

Timeline shall be adjusted appropriately for activities that can be carried out in parallel. The Client reserves the right to modify the timeline for completion.

- 4.2. Timeline for completion of services for Liaison Consultancy: Timeline shall in line with the requirement for each Programme Infrastructure

Termination

- 4.3. Either Party may terminate the Contract by giving 90 days, notice period.
4.4. Without prejudice to its any other right s or remedy against the Consultant in respect of any delay, abandonment, inferior quality of work, any claims for damages and / or other provisions, whether the date of completion has not elapsed, Client may terminate the Contract by giving 14 days’ notice in writing to the Consultant. Such termination by Client may happen in circumstances including but not limited to the following:
(a) If the Consultant having been given notice that the work is being performed inefficiently or quality checks are not being made or otherwise improper or unprofessional manner
(b) If the Consultant persistently neglects its obligations under the contract and / or commits default in complying with any of the terms and conditions of the RFP and does not remedy it or take effective steps to remedy within 7 days of issuing a notice by the Client

- 4.5. Upon termination of the contract for any reason whatsoever, the Consultant shall deliver within 14 days to the Client all drawings, designs, documents, approval papers, reports, test results and all relevant documents prepared or received by the Consultant under or pursuant to or as a result of this RFP from any person connected with the Client.
- 4.6. In case of termination, payment shall be made for the satisfactory completed part(s) of the assignment. However, Client reserves the right to not make the payment if the performance of Project Management Consultant is not satisfactory, detailed terms and conditions of which will be defined at the time of award of contract”

Payment Basis, Mechanism, and Penalties

- 4.7. The Client shall execute a Contract Agreement that requires the Consultant to provide Consultancy Services clearly covering the scope of Services.
- 4.8. Payment shall be made as follows:

1. Mobilisation advance	5% of PMC fee
2. Running Bill linked to milestones	75% Payment shall be linked with the progress of project milestones. This shall be made in the same ratio as of project progress percentage.
3. After final bill	10% of work order value
4. During DLP	Balance 10% in equal quarterly instalment

- 4.9. The payment of Fees to be made to the Consultant shall be made upon completion of works as per the Contract Agreement.
- 4.10. All such payments shall be subject to deduction of applicable taxes, penalties and recoveries, if any.
- 4.11. Client shall not be responsible for providing any financial support except above-mentioned fee. Any other expenditure like traveling, staying, communication, boarding, lodging, transportation of goods equipment, etc. shall have to be borne by the Works Contractor.
- 4.12. Penalty shall be imposed for delay in completing the scope of work from agreed timelines: If agreed resources are not deployed or agreed reports are not submitted on time by PMC, then PMC shall be penalised @0.2% on each instance or 0.2% per week of delay subject to maximum of 10% penalty.
It is clarified that if the delay is on account of force majeure or due to non-availability of site locations or approvals or for any reason not directly attributable to the Consultancy, if any, there shall be no penalty imposed on the Consultant for any delay.

5. Performance Bank Guarantee: The Consultant shall provide Performance Bank Guarantee for 10% of the Contract amount. The performance bank guarantee shall be valid until 90 days beyond the completion of all contractual obligation.

6. Obligations of Client

- 6.1. Client shall pay the fees to the Consultant as per mutually agreed payment schedule.
- 6.2. The Client will nominate an officer and / or its project management consultant for day-to-day coordination with the contractor.

7. Indemnity

- 7.1. The Consultant shall indemnify and hold the Client and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, demands, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or resulting from (i) the Consultant's gross negligence or wilful misconduct or breach of any undertaking, covenant, representation or warranty contained hereinabove or (ii) the actual infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with the Agreement or any work product, drawings, designs, documents in relation thereto, including any Deliverables, furnished to the Client by Consultant pursuant to the terms of this Agreement, or the use thereof by the Client. The Consultant agrees to defend any indemnified party, at the Client's request, against any such claim, demand or suit.

8. Compliance with codes and authority requirements:

- 8.1. The Consultant guarantees that the services as specified/described under the scope of Services for the PMC work and technical documents to be developed by the Consultant shall be in accordance with the sound and established industry practices, using all applicable Codes, Conventions and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- 8.2. The Consultant shall be liable to the Client for the performance of works in accordance with the provision of Contract and for the loss suffered by Client as a result of default / negligence / error of the Consultant in such performance

8.3 Regulatory and Compliance Standards:

The Consultant shall perform the services diligently exercising due care and in accordance with the instructions or guidance as may be specified by the Client and in accordance with the prevailing Indian laws, as applicable. In particular, the Consultant will properly store any confidential data that may come into the Consultant's possession and control in the course of this assignment and will hand-over or destroy such data, in accordance with our instructions, and in conformity with applicable law. The Consultant shall not allow any other person to use any personal data that may come into your possession or control, for any commercial purpose.

9. Acceptance of Deliverables

- 9.1. All Deliverables under this Contract shall be subject to acceptance by Client to verify that the Deliverables satisfy the expected outcomes set forth in the document. If a work fails to set forth acceptance criteria for any Deliverable, acceptability of such Deliverable shall be based on the Client's reasonable satisfaction. The Client shall give the Consultant within 10 working days of receipt of the Deliverable, written notice if the Client determines that a Deliverable does not conform to the expected outcome. The Consultant shall, at no cost to the Client, promptly correct any deficiencies. Upon completion of the corrective action by the Consultant, the Client will reconsider acceptance of the Deliverable. If the Deliverable still does not conform to the expected outcome, the Client may (i) immediately terminate the Contract without any further obligation or liability of any kind and the Consultant shall immediately reimburse the Client any amounts paid thereunder; or (ii) require the Consultant to continue to attempt to correct the deficiencies, reserving the right to terminate at any time.

10. Insurance

- 10.1. The Consultant may take up adequate protection in the form of health and accident insurance for its employees and representatives before commencement of the Services and the Client will not be liable or in any way be responsible for costs associated with unlikely eventualities like emergency medical problems, sickness, accidents etc. which may occur to the Consultant during the course of the assignment, in particular during the field visit.

11. Assignment:

- 11.1. During this contractual period, no work related to the Project will be outsourced or assigned to any third party without the prior written consent of the Client.
- 11.2. In case the Consultant is unable to perform the work, it may invoke the termination clause set-out herein below. In the event of such pre-mature termination by the Consultant, the Client reserves the right to withhold the payments and may also call upon the Consultant to refund the advance amount paid by the Client

12. Law and Jurisdiction:

- 12.1. This Contract shall in all respects be governed by the laws of India and any dispute arising out this letter between the Parties shall be submitted to the exclusive jurisdiction of Courts of Guwahati (Gauhati High Court). However, nothing in this Contract shall be deemed to limit or prohibit the Board Members of the Client from initiating criminal/civil proceedings at any place within and outside India, in respect of any act or omission on part of the Consultant which constitutes a criminal offence under applicable law.
- 12.2. In the event of any dispute between the Parties arising under this Contract (including with regard to the existence, validity or enforceability of this contractor any provisions hereof), the Client and Consultant Signatory shall use their best efforts to resolve such dispute amicably through discussions.
- 12.3. Any dispute between the Parties as to matters arising under this Contract which cannot be settled amicably within 30 days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below.
 - (a) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. Each dispute submitted by a Party shall be heard by a sole arbitrator appointed jointly by both the Parties.
 - (b) Arbitration proceedings shall be held in Guwahati. The language of any arbitration proceedings shall be English.
 - (c) Place of jurisdiction shall be Guwahati.

13. Amendments

- 13.1. No amendment, supplement, modification or clarification to this Contract shall be valid or binding unless set forth in writing and duly executed by the Parties.

14. Force Majeure

- 14.1. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Contract, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts such as war, strike, riots, crime or act of God (Ex: flooding, earthquake, volcano).

15. General

- (a) Time is the Essence of the Contract: There shall be a strict adherence to timelines set by Client.
- (b) The Client shall require the Consultant to carry out or cause to be carried out tests for quality assurance of Project, at such time and frequency and in such manner as may be specified in the contract, and in accordance with good industry practice. Based on the reports submitted by the Consultant, if the Client feels that the Consultancy Services have

not been properly completed either due to the negligence or error or non-performance as per the scope of Consultancy Services issued to the Consultant, the Consultant shall perform the Consultancy Services or such other activities to complete the scope of Consultancy Services at its own cost and no additional payment shall be made in such cases.

- (c) The relationship between the Parties shall be principal to principal, it being clearly understood that this is a “contract for works” and not a “contract of works” and does not create and shall not be deemed to create any partnership, joint venture, employer-employee or a principal agent relationship between your organization and the Client.
- (d) The Consultant shall not be entitled to, by act, word, and deed or otherwise make any statement on behalf of The Client or in any manner bind The Client or hold out or represent that it is representing or acting as agent to The Client. The Consultant is and shall always be and remain an independent entity. The employees of the Consultant shall always be and remain the employees of the Consultant the Client shall at no point of time be construed as their employer.
- (e) Such other terms as may be added by the Client.

Financial Bid**Instructions to the bidder:**

1. The Bidder shall provide the Financial Bid in the format as uploaded in e portal.
2. Bidder shall include all expenses including site office, salaries and wages of personnel, transportation, equipment, travel and lodging of its personnel at locations (if any) in the rate quoted. No separate fees will be paid for such expenses.
3. Bidder shall submit the Financial Bid in the prescribed format:

3.1. Financial Bid

Total Project	
Fees of Total Project Management Consultancy including all statutory taxes (including GST)	Mention (% of the approved project cost here, inclusive of all taxes)

Note:

Above rate include total fee for the consultancy services including Taxes: