

GOVERNMENT OF HARYANA
DEPARTMENT OF MEDICAL EDUCATION &
RESEARCH

Request for Proposal for Appointment of a CPSU as
Executing Agency for
**‘Planning and Procurement of Furniture, Biomedical
Equipments, Installation and long term Maintenance
for Under Construction Pt. DDU University of Health
Sciences Kutail Haryana’**

2022-23

**DEPARTMENT OF MEDICAL EDUCATION & RESEARCH, HARYANA
AT PANCHKULA**

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

No. DMER/2022/RFP/Equipments/Kutail/01

Date:

Department of Medical Education & Research, Haryana, invites Request For Proposal online through e-tender portal i.e. etenders.hry.nic.in for appointment of CPSU as Executing Agency for **Planning, Procurement, Installation and long term maintenance of furniture and Biomedical equipment for Pt. DDU UHS Kutail Karnal**

The tentative cost of **Health University Kutail is Rs. 100 Cr.**

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

Government reserves the right to restrict the award and may give first right of rejection to CPSU/ PSU undertaking the construction at the above mentioned sites.

Name & description of work	Tender Document Fees	Bid Security/EMD
Planning, Procurement, Installation and long term maintenance of furniture and Biomedical equipment at University as per scope of work given in the Tender Documents for the above mentioned Projects.	Rs. 5000/-	Rs. 10 Lacs (RTGS/ NEFT/ Net Banking)

Start date of download the tender and Bid Submission	Pre-Bid Meeting	Last date of bid submission	Date of opening of Technical Bid
01.11.2022 from 09:00 AM	10.11.2022 at 11:00 AM	22.11.2022 till 02:00 PM	22.11.2022 at 03:00 PM

The scope of the work shall include, inter alia; Planning of Biomedical equipment required as per latest NMC guidelines and technical experts of Department of Medical Education and Research, planning of requirement of office and Hospital furniture; time bound procurement, installation and long term maintenance of the medical equipment by adoption of a proper IT platform. The CPSU should be able to provide the milestones of procurement and installation by usage of standard software for project management, ensuring successful commissioning of project.

The cost of RFP documents is Rs. 5000/-. CPSU's may download the document from DMER portal <http://www.dmerharyana.org> and <http://etenders.hry.nic.in> from **01.11.2022** submit the bid along with the document fee and bid security amount in the form as permitted in GFR. DD/ Bank draft should be payable to Director Medical Education and Research, Haryana, DHL Square, Plot No. 9, 4th floor, Sector-22, Panchkula. The bids will be opened in the presence of representative of CPSU's on **22.11.2022 at 03:00 PM** in the office of Director Medical Education & Research Haryana, DHL Square, Plot No. 9, 4th floor, Sector-22, Panchkula.

Department of Medical Education & Research, Haryana reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. CPSUs are advised to regularly scan through above website as corrigendum/ amendments etc. if any, will be notified on these websites only and separate press advertisement will not be made for his.

**Director,
Medical Education & Research, Haryana
Plot No. 9, 4th floor, Sector-22, Panchkula
Phone No. 0172-2584633**

**NOTICE INVITING RFP FOR EMPANELMENT OF CPSU
AS EXECUTING AGENCY**

RFP is invited by the Director, Medical Education & Research, Haryana on behalf of Government of Haryana for selection of CPSU as Executing Agency for the work: **‘Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for Under Construction Pt. DDU University of Health Sciences Kutail Haryana’.**

1. DEFINITIONS

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

- (a) “Contract” means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (*between the Department of Medical Education & Research, Haryana and the Executing Agency*).
- (b) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause 7.1
- (c) ‘Service Charge’ shall mean the agreed fees payable by the *Department of Medical Education & Research, Haryana* to the Executing Agency for the services rendered by it as detailed under clause 6 hereto.
- (d) ‘Party’ shall mean either the *Department of Medical Education & Research, Haryana* or Executing Agency and the parties shall mean both the *Department of Medical Education & Research, Haryana* and the *Executing Agency*.
- (e) “Services” means the work to be performed by the Executing Agency, as described in Clause 4 hereto and in Annexure ‘A’ attached hereto.
- (f) DMER means *Department of Medical Education & Research, Haryana*.
- (g) Executing agency shall mean the CPSU selected by the Department of Medical Education & Research Haryana to execute the project.

2. INTRODUCTION

The Pt. DDU University of Health Sciences at Kutail is at stages of construction. To make these institutes fully functional, there is requirement of Bio-medical equipment, Hospital furniture and office furniture. The tentative cost for **Pt. DDU UHS Kutail is Rs. 100 Cr.**

The detailed number of Beds and MBBS seats at institute is as under;

Sr. No.	Name of the institute	Number of MBBS seats	Number of Beds in the attached Hospital
1.	Pt. DDU University of Health Sciences Kutail		730

3. OBJECTIVES:

3.1 Department of Medical Education & Research intends to avail the service support from the CPSUs to work as Executing Agency on its behalf.

The broad objectives of engaging the Executing Agency/ CPSU’s is to ensure the following:-

- i) High standards of planning, procurement and installation and long term maintenance of Biomedical equipment and furniture as per the requirements
- ii) High standards of quality assurance in the project.
- iii) The completion of the works within the stipulated time frame;
- iv) The efficient construction supervision by personnel who are experienced in modern methods of construction supervision and contract management; and
- v) The backup of a robust IT platform for continues management of project.
- vi) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of the Department of Medical Education & Research.

4. SCOPE OF WORK:

1.1 Plan, procure, install and maintain for period of 10 years the Bio-medical equipment, Hospital

furniture, office furniture for University of Health Sciences Kutail as per latest NMC norms and as per technical committee recommendations.

4.2 The Executing Agency (CPSU) shall discharge the following obligations: -

- a) To prepare a list of items to be procured and finalization of specifications of the same as per requirement and as per procurement policy and certification policy of Haryana in consultation with the technical domain experts.
- b) Plan the procurement in phased manner depending on the construction milestones of the under construction institutes.
- c) Procure the items preferably from the GeM portal/Govt. approved sources/ open market/ running rates approved by HMSCL whichever is lower.
- d) Get the installation done at the specific site.
- e) The milestones of the project shall be linked for monitoring, review by the department on the online project management software.
- f) Long term management and Maintenance of the installed items and provision of software for the same up to the complete life cycle of the equipment installed.
- g) Any other component of work approved by Government of Haryana through the O/o Department of Medical Education and research Haryana as per financial delegation of powers from time to time.

4.3 Implementation of the Project:

Execution work will essentially involve the following:-

1. Inviting tenders and award the work to contractors/ vendors as per their approved procedure and CVC guidelines etc.
2. Bid process management.
3. Execute and supervise their various contract awarded in the project.
4. Ensure high standard of quality assurance while carrying out supervision.
5. Complete responsibility for the timely completion of the project.
6. Ensure complete compliance of contract documents provisions including the drawings, specifications of item & workmanship besides other provisions as catered in contract documents etc.
7. Ensure Correct Measurement of Bill of Quantities for payment to the contractor/Vendor.
8. To get Statuary Clearances like AERB and monitor, check and ensure implementation of all statutory compliances.
9. Provision of 10 years warranty/CMC (5 years warranty followed by 5 years CMC) support for complete equipment systems with back to back similar warranty CMC support commitment from OEM for major bio-medical equipment.
10. To ensure upgradation of software of digital machines.
11. Compliance of guidelines of Industries Department, Government of Haryana regarding specification.
12. Ensure adherence to relevant local body norms, CPWD Specifications, BIS Code, CVC guidelines, AERB norms, environment and other regulatory requirements, all approvals from all authorities / local bodies, etc.
13. To settle and resolve any dispute that may arise between CPSU and the Consultants / Contractors / Vendors engaged by the Executing Agency.
14. To initiate, defend the Arbitration and Court cases (Preparation of Claims, Counter Statement of Claims/ Defense, Counter Claims, affidavit of evidence, compliance of court orders, Rejoinder, filing appeals, challenge awards and court orders, written submission etc. through Counsel). Reasonable legal expenses generally paid by Department of Medical Education & Research in accordance with the good industrial practices, shall be reimbursable to the Executing Agency by Department of Medical Education & Research.
15. To complete civil works in relation to the turnkey installation of equipment.

16. To plan and provide consultation regarding internal placement and interior architecture of wards, OPDs and other parts of the Medical college.
17. The executing agency shall get of letter of credit issued for imported item if any, in case of foreign currency exchange rate the prevailing exchange rate on the date of opening of financial bid shall be final.
18. CPSU shall suggest, adhere and implement on-
 - a. Energy conservation.
 - b. Compliance to Building Energy Conservation Code latest edition
 - c. Cost optimization of Project as a whole.
 - d. The Institute being set up shall be energy efficient & it must comply with mandate by GRIHA ratings 3-STAR (minimum) of green buildings.
 - e. Any relevant guideline issued from Govt. of India/State Govt./NMC for such Projects from time to time.

4.4 Other Responsibilities of Executing Agency:

- (i) Maintain a suitable site office.
- (ii) Settlement of all accounts of the vendors including reconciliation of materials supplied to the contractors, if any
- (iii) Ensuring of rectification of defects by the contractors during the respective defect liability periods
- (iv) Ensure organizing/providing all operation and maintenance manuals through contractors and imparting training to Department of Medical Education & Research and Institute personals maintenance and safety procedures.
- (v) Preparation of Final Report, which shall contain both technical & financial information of the Project.
- (vi) All records, drawing etc. related to the Project and maintained by Executing Agency during Project execution shall be handed over to the Department of Medical Education & Research or as directed by Department of Medical Education & Research on completion of the Project.
- (vii) Executing Agency will ensure carrying out all possible mandatory tests at site or at reputed testing laboratories to establish and document quality of items procured.
- (viii) Checking & finalization of final estimates, assisting, in deploying and complying with the audit / technical observation, etc. (if any).
- (ix) Handle and follow up Arbitration matters with various agencies till final settlements of disputes Executing Agency shall prepare replies to the observations made by CTEs branch / CAG Audit / Vigilance, etc., if required.
- (x) Executing Agency shall maintain all registers / records during execution. It will also make arrangement for inspection conducted by Department of Medical Education & Research representatives and other dignities.
- (xi) At the end of every month and at the end of the project, Executing Agency shall submit an expenditure and utilization of funds statement in the format prescribed or as per Fee format approved by Department of Medical Education & Research.
- (xiii) Executing Agency shall not make any deviation, alteration, addition to or omission except without first obtaining the written consent of Department of Medical Education & Research.
- (xiv) Executing Agency will implement contract management and project management through standard mutually agreed software etc. It will also provide customized dashboard in Department of Medical Education & Research in format approved by Department of Medical Education & Research for facilitating project monitoring.
- (xv) Any other work as assigned by Department of Medical Education & Research relating to projects till completion of liability period.
- (xvi) The Executing Agency will receive and take possession of the medical equipment supply as may be required from time to time.

4.5 Responsibility Matrix of Project is as under:-

Responsibility MATRIX

S. No	Activity	Proposed By	Approved by
1	Preparation of list of items and their specifications in consultation with the technical experts of Department.	Executing Agency	Department of Medical Education on recommendations of technical committee constituted for the same
2	Floating of tender on GeM or e-tender and award of contract	Executive Agency	Executive Agency
3	Execution of contract	Contractor / Vendor	Executive Agency
4.	Maintenance of Equipment preventive and repairs is any	Vendor	Executive Agency

***MER department** shall constitute CEC & CMC as per guidelines of Ministry of Finance for selection and monitoring.

4.6 The supply orders have to be placed within 6 months of allotment of work. The delivery and installation can be completed as per delivery time of each individual equipment/ furniture item.

4.7 It is expected that the Executing Agency will suitably plan and steer the processes, so that the Government can apply for NMC permissions within shortest time.

4.8 Wherever necessary the agreement clause should include uninterrupted supply of spares/ reagents/ software upgrades for a period of 10 years for every major equipment, defined to be equipment above Rs. 2.00 lac.

4.9 The Executing agency must guide and provide consultancy regarding the best deal for the Government of Haryana for the money being spent like wherever there is need for having reagent/rental, PPP mode of arrangement instead of an absolute purchase.

5. **DEPLOYMENT OF OFFICERS & STAFF:** Procurement of Equipment of University shall be considered as a project for all purposes as the construction is at stage. Following minimum Man Power shall be earmarked for the project by Executing Agency for duration till handover.

(i) One Biomedical engineer till handover

List of these personnel with name and testimonials shall be submitted to DMER before signing of Contract agreement. Failure to deploy above mentioned personnel without approval of DMER will invite penalty @ double of their salary at minimum of the scale as prescribed by Govt. of India, time to time. Prolonged non- availability of required manpower even after advice from DMER can lead to breach of contract and termination of contract besides any other remedy available

6. **FEES**

6.1 Service charges/ Consultancy Fees as accepted by DMER in its letters of award shall be paid to Executing Agency as per schedule given in LOA of this document.

GST

This amount as applicable shall be reimbursed by DMER on production of relevant documentation by EA of having paid to the concerned authorities.

6.2 Mode of payment for the service charges rendered to Executing Agency & submission of bills thereof:

If 'X' is service charge accepted by DMER, the payment mode shall be as under:

Sr. No.	Milestone	Payment of PMS
(a)	Award of Contract	10% of X
(b)	Issuance of supply orders	30% of X
(c)	Supply of Equipment	30% of X
(d)	Installation of Equipment	30% of X
(e)	Yearly payment for Maintenance	Department shall pay only the pre-decided CMC charges for Major biomedical equipment.

6.3 No other Tax, Cess and Levy, except GST as applicable, shall be paid to the Executing Agency over & above their Service Charges/ consultancy fees.

In respect of Service Tax/ GST, same shall be paid by the Executing Agency to the concerned tax department and it will be reimbursed to them. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges/ Fee made periodically to the Executing Agency.

7. COMMENCEMENT, DURATION, MODIFICATION AND TERMINATION

7.1 Commencement

The Executing Agency will commence the work within in three weeks of award of work to them.

7.2 Duration

The Executing agency shall place all the supply orders within 6 months of award of contract the supply period can be varied depending of type of equipment and requirement of turnkey, import time etc.

7.3. Modification

Modification of the terms and conditions of the contract, including any modification of the scope of the services, may only be made by written agreement between the parties, pursuant to this clause.

8 THE REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

8.1 The Executing Agency represents and warrants to the Department of Medical Education & Research that

Power, Capacity and Authority

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

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

- (i) Shall take out, carry and maintain insurance as applicable.
- (ii) Shall keep Accounts and Records for inspection and auditing up to 5 years from the expiry/ termination of the Contract.
- (iii) Submit for approval checklist of activities requiring Department of Medical Education & Research approval and
- (iv) Prepare documents / software for facilitation, which shall be the property of the Department of Medical Education & Research, subject to no extra charges.

8.3 The Executing Agency represents that none of its Directors, Officers and Employees are in close/ blood relations with any Department of Medical Education & Research employees/ officers. In case of such relationship arising in future during the course of this agreement, the Executing Agency shall immediately inform the Department of Medical Education & Research and seek instructions as to future course to eliminate any conflict of interest.

9 GENERAL CONDITIONS

9.1 Law governing the Contract

The agreement shall be governed by the Indian Contract Act, 1872.

9.2 Indemnifying the DMER by the Executing Agency

The Executing Agency shall indemnify the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Executing Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to the Government in consequence lo any action or suit being brought against the Executing Agency for anything one or committed to be done in the course of the execution of this agreement including losses / damages liable or claimed for in fragment of Intellectual Property Rights of any third party. The Executing Agency will abide by the job safety measures prevalent in India and will free the DMER from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the Executing Agency's negligence. The Executing Agency will pay all indemnities arising from such incidents without any extra cost to the DMER and will not hold the DMER responsible or obligated. The Government may at its discretion and entirely at the cost of the Executing Agency defend such suit either jointly with the Executing Agency or single in case the latter chooses not to defend the case.

9.3 Indemnification of the Executing Agency by the Department of Medical & Research:

The Executing Agency shall take necessary insurance for any eventualities jointly in the name of Executing Agency and Department of Medical Education & Research they shall not setup any claim on the act of God / nature.

The Department of Medical Education & Research undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Project Executing Agency, Contractors. Sub-Contractors, vendors and specialist/ Contract employees associated with them for the performance neither of service nor for any family of any person.

9.4 Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Department of Medical Education & Research and the Executing Agency. The Executing Agencies subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf here under

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

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

10. OBLIGATION OF EXECUTING AGENCY

10.1 Performance

10.1.1 The Executing Agency shall perform the tasks / services as per Annexure 'A' in accordance with the generally accepted professional standards' & practices, sound management principles, engage appropriate technology safe and effective equipment and submit report to the committees as directed by the Department of Medical Education & Research as per Annexure 'B'.

10.1.2 The Executing Agency shall always act in respect of any matter relating to this contract or to the services as faithful advisers to the Department of Medical Education & Research and shall at all times support and safe guard the Department of Medical Education & Research legitimate interest in any dealings with third parties.

10.1.3 The Executing Agency is obliged to act within its own authority and abide by the directives issued by the Department of Medical Education & Research. The Executing Agency is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, if any.

10.1.4 The Executing Agency shall hold the Department of Medical Education & Research's interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

- 10.1.5 The Executing Agency shall not assign his contract or subcontract or any portion of the work without the prior written consent of Department of Medical Education & Research
- 10.1.6 The Executing Agency shall pay the taxes, duties, fees, levies and other impositions levied under the applicable law and Department of Medical Education & Research shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.
- 10.1.7 Any trade commission discounts or similar payments received against the Project fund utilization under this contract shall be passed on to the Department of Medical Education & Research Account.
- 10.1.8 Executing Agency shall be bound by relevant Govt. of India & State Govt. instructions follow the basic provisions of GFRs 2017 and any further amendment, CVC guidelines and also guidelines posted at Ministry of Finance website (www.finmin.nic.in) from time to time.

10.2 Insurance by the Executing Agency

- 10.2.1 During the performance of services hereunder, the Executing Agency shall take out, carry and maintain insurance as applicable from those listed below:-
Insurance against fire, theft, damages and loss of all property under possession of the Executing Agency at the site, if any.
- 10.2.2 Group Personnel Accident Insurance covering the Executing Agency's employees, operating from the site as per the Executing Agency's established practices.
- 10.2.3 Automobile liability insurance covering all vehicles owned by the Executing Agency at the Project site in accordance with the Motor Vehicles Act.
- 10.2.4 Relevant insurance cover which will be in force until the date of successful completion of the Project for all buildings, imported and indigenous equipment, machinery and material and also for storage-cum-erection including third-party liabilities.
- 10.2.5 Workman's compensation insurance, covering employees / contract workers of the Executing Agency covered under Workman Compensation Act.
- 10.2.6 Any other insurance cover which may be required to be under the law or on any other account.

10.3 Performance Security

The Executing Agency shall submit a Performance Bank Guarantee equivalent to 3% of the total Service charge/Consultancy fees within one month of the issue of letter of intent by the Department of Medical Education & Research. Performance Bank Guarantee (PBG) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations including the defect liability period and maintenance period. The PBG shall be liable to be forfeited by the Department of Medical Education & Research in case of any breach of any term and conditions of this contract by the Executing Agency.

- 10.4 Performance Security Deposit i.e. 3% of service charges/ consultancy charges in shape of Bank Guarantee to be released after 60 days of satisfactory completion of work including defect liability period and maintenance (10 yrs).
- 10.5 Executing Agency shall be Principal Employers for all contracts awarded by them and same shall be mentioned in the respective tender documents.

11. OBLIGATION of Department of Medical Education & Research

11.1 Assistance and Exemption

The Department of Medical Education & Research warrants that they shall provide the Executing Agency, and personnel with work permits and such other documents/ necessary approval as per Govt. Policy as shall be necessary to enable the Executing Agency and Personnel to perform the work.

11.2 Duties and Responsibilities

The Department of Medical Education & Research, if finds it necessary to postpone or cancels the assignment and/or shortens or extends its duration, they shall give Executing Agency 60 days of written notice of such changes.

12. CONFIDENTIALITY

Executing Agency agrees that all knowledge and information not within the public domain which maybe acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of Department of Medical Education & Research.

13. Release of Project Fund

- 13.1 Separate bank account in any Public Sector Bank- SBI or PNB be opened, as required by Department of Medical Education & Research, shall be opened by Executing Agency for the funds received from Department of Medical Education & Research for '**Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for Under Construction Pt. DDU University of Health Sciences Kutail Haryana**'. All project funds will be released in the project account.
- 13.3 The Department shall release Rs. 20 Cr. in the above mentioned account in advance the rest of the amount shall be released only when the supply orders of the above mentioned amount are placed and executing agency provides actual project requirement so that there is no unnecessary parking of funds.
- 13.4 Any interest earned on the deposit received/ advance drawn from the DMER, Haryana either by the Executing Agency shall be added to the deposit received/ advance drawn from DMER and shall be returned to O/o DMER/ State Government receipt head after completion of procurement process.
- 13.5 Executing Agency shall be submitting monthly statement of account of making payment to supplier by the end of the succeeding month e.g. payment made in the month of February and March shall be submitted to DMER before the end of April.

14. LIABILITY OF THE EXECUTING AGENCY

The Executing Agency shall be required to complete the project within the period stipulated in Para 4.6 here in before. In case of delay, which may occur due to reason beyond the Control of Executing Agency, the Executing Agency would approach the Department of Medical Education & Research with full details for extension of time limit for completion of the works. In case of delay due to default on part of the Executing Agency / its vendors, the Executing Agency shall be liable to pay Department of Medical Education & Research compensation at the rate not exceeding 1.5% of consultancy fee for each week of delay subject to maximum of 10% of consultancy charges. The final rate/ amount of compensation shall be as fixed by Department of Medical Education & Research. Besides above, the Executing Agency shall be liable to the Department of Medical Education & Research for the performance of the service in accordance with provision of this contract and for any loss or delay incompleteness of project, suffered by the Department of Medical Education & Research as a result of any act/ omission on the part of the Executing Agency.

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

15 TERMINATION

15.1 By the Department of Medical Education & Research

Department of Medical Education & Research may, without any prejudice to any other remedy for breach of agreement, by not less than 30 days written notice of termination to the Executing Agency, terminate this agreement in whole or in part if,

- (a) The Executing Agency fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof granted by Department of Medical Education & Research in pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations here under within such period as the Department of Medical Education & Research may have approved in writing.
- (b) The Executing Agency's become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) The Executing Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16.
- (d) The Executing Agency submits to the Department of Medical Education & Research a statement which has a material effect on the rights, obligations, or interests of the Department of Medical Education & Research.
- (e) If the Executing Agency, in the judgment of the Department of Medical Education & Research has engaged in corrupt or fraudulent practices in executing the agreement.
- (f) The Department of Medical Education & Research, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

15.2 By the Executing Agency

Executing Agency may, by not less than 30 days written notice sent to the Department of Medical Education & Research, terminate this agreement if,

- (a) The Department of Medical Education & Research fails to pay any money due to the Executing Agency pursuant to this contract under clause 6.2, which is not subject to dispute within sixty (30) days after receiving written notice from the Executing Agency that such payment is overdue and payable.
- (b) The Department of Medical Education & Research is in material breach of its obligations pursuant to this contract and has not remedied the same within sixty (60) days (or such longer period as the Executing Agency may have approved in writing) following the receipt by the Department of Medical Education & Research of the Executing Agency's notice specifying such breach.

15.3 Payment upon termination

Upon the termination of this contract pursuant to clause 15.1 or 15.2 hereof the Department of Medical Education & Research shall after adjusting dues, if any recoverable from the Executing Agency make the payment to the Executing Agency.

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

15.4 Force Majeure

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other acts of civil or

military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 10 days after becoming aware of the first occurrence or force majeure giving full particulars of the case or events and the date of first occurrence thereof.

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

15.5 Consequences of termination

In the event the Department of Medical Education & Research terminates agreement in whole or in part pursuant to conditions of agreement in Clause 15.1 the Department of Medical Education & Research may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Executing Agency shall be liable to the Department of Medical Education & Research for any excess cost for such similar services. However, the Executing Agency shall continue the performance of the agreement to the extent not terminated' and the Executing Agency shall have no claim to compensation for any loss that he may thus incur on account of the action of the Department of Medical Education & Research.

In case of termination during the agreement period, it will be obligatory on part of Executing Agency to hand over all the record/ documents pertaining to the project in original within 30 days from the date of termination of agreement. The Executing Agency shall have no right to use the same in any other application without the permission of the Department of Medical Education & Research. The decision of the Department of Medical Education & Research in this regard will be binding on the Executing Agency. The performance guarantee of Executing Agency will also be forfeited in case of default by the Executing Agency.

Department of Medical Education after approval of Government shall be at liberty to debar the executing agency from its future/ running contracts in case of any major act of omission or commission by the executing agency.

15.6 Quality Assurance

Executing Agency shall submit an advance copy of its Quality Assurance Plan and PERT chart to DMER.

16. SETTLEMENT OF DISPUTES

1. In the event of any dispute of whatever nature how so ever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the Government through DMER. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto. Award of the sole Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be only at Chandigarh. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent courts at Chandigarh alone to try and adjudicate upon any matter concerning this Agreement.
2. It is expressly agreed that the Agency (including its sub-Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the DMER and Agency, timely and satisfactory completion of the Project being of the

essence of this Agreement.

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

17. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to the following address: -

DIRECTOR,
MEDICAL EDUCATION & RESEARCH DEPARTMENT,
PLOT NO. 9, 4TH FLOOR, SECTOR-22,
PANCHKULA

18. Executing Agency with sign and submit integrity pact as per Annexure D'

RESPONSIBILITIES OF EXECUTING AGENCY

1. Plan the Lists of Equipment/Furniture items required at the site.
2. Prepare specifications in consultation with DMER.
3. Float tenders for procurement, installation and maintenance & bid management process.
4. Award of work as per GFR, CVC guideline & CPWD manuals.
5. Maintain Man power as mentioned in the agreement.
6. Project & contract management through standard software.
7. Monitoring & supervision of project and report the same to DMER.
8. Periodic reporting of progress to Department of Medical Education & Research in approved dashboard or any alternate means as desired by Department of Medical Education & Research.
9. Overall commissioning of project.
10. Ensure success full maintenance during defect liability period.
11. Handing over of completed project and records to the Department of Medical Education & Research.
12. Will provide required physical space and work fronts and support and facilitate the PSA/Medical Equipment supplier in installation and commission of various Medical equipment's. Will also receive and take possession of the medical equipment supply as may be required from time to time.

Responsibilities of Department of Medical Education & Research

1. Constitute a Committee for the purposes of coordinating, monitoring and quality control of the project at Department of Medical Education & Research and at the respective Medical Institute who shall liaise with Executing Agency's team during the consultancy service period as described earlier.
2. Approve lists of equipment/furniture items master list and their specifications.
3. Release of funds to Executing Agency as per agreement.
4. Taking over assets & records on completion

Price Bid

Name of Work:- Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for 'Under Construction Pt. DDU University of Health Sciences Kutail Haryana'

Sr. No.	Description of Item	Base Rate (in absolute Rs.) in numerical	Base Rate (in absolute Rs.) in words
1.	Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance as per scope of work given in the tender document for Pt. DDU University of Health Sciences Kutail Haryana		

Note:

- The price should be quoted in absolute Rs. of the Project cost exclusive of GST as lump-sum
- The statutory fees chargeable for completion/ commissioning of the project shall be reimbursed to the Executing Agency on actual basis and will be the part of Project cost and not Project Management Consultancy (PMC) charges.
- The L1 will be considered on the basic rate offered by the Agencies excluding GST. It should be quoted in both words & figures. The bidder shall quote their rate separately for the projects as mentioned above.

Signature with Seal of Bidder

INTEGRITY PACT

To,

Director,
Medical Education & Research Department,
Plot No. 9, 4th floor, Sector-22, Panchkula

Sub: NIT No. for the work RFP of appointment of CPSU as Executing Agency for Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for **'Under Construction Pt. DDU University of Health Sciences Kutail Haryana'**.

Dear Sir,

It is here by declared that the(*CPSU*) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the (*CPSU*).

Yours faithfully

Authorized Signatory of CPSU

Seal

INTEGRITY PACT

To,

.....

(Designated authority of CPSU as per their delegation of power)

Sub: Submission of Tender for the work of RFP of appointment of CPSU as Executing Agency for Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for 'Under Construction Pt. DDU University of Health Sciences Kutail Haryana'

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the(CPSU). I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the CPSU)

Seal

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2021.
BETWEEN

Government of Haryana, acting through the Director, Department of Medical Education & Research Department, Chandigarh (hereinafter referred to as “Employer” which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the CPSU)
Through (Details of duly authorized signatory).....(Hereinafter referred to as the “CPSU” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the **Department of Medical Education & Research** has floated the Tender (NIT No.) (Hereinafter referred to as “Tender / Bid”) and intends to award, under laid down organizational procedure, contract for RFP of appointment of CPSU as Executing Agency for Planning and Procurement of Furniture, Biomedical Equipments, Installation and long term Maintenance for ‘**Under Construction Pt. DDU University of Health Sciences Kutail Haryana**’ hereinafter referred to as the “Contract”.

AND WHEREAS the Department of Medical Education & Research values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

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

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

Article 1: Commitment of the Department of Medical Education

- (1) The Department of Medical Education commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Department of Medical Education, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Department of Medical Education will, during the Tender process, treat all Bidder(s) with equity and reason. The Department of Medical Education will, in particular, before and during the Tender process, provide to all CPSU(s) the same information and will not provide to any CPSU(s) confidential / additional information through which the CPSU(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Department of Medical Education shall Endeavour to exclude from the tender process any person whose conduct in the past has been of biased nature.
- (2) If the Department of Medical Education obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the CPSU will inform the Chief Vigilance Officer of the Department of Medical Education and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the CPSU(s)

- (1) It is required that each CPSU (including the irrespective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) CPSU commits himself to take all measures necessary to prevent corruption. They commit themselves to observe the following principles during their participation in the Tender process and during the Contract execution:
 - (a) The CPSU will not, directly or through any other person or firm, offer, promise or give to any of the Department of Medical Education employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The CPSU will not enter with other CPSU(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The CPSU will not commit any offence under the relevant IPC/PC Act. Further the CPSU(s) will not use improperly, (for the purpose of competition or personal gain), or pass onto others, any information or documents provided by the Department of Medical Education as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The CPSU of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly CPSU(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.
 - (e) The CPSU will, when presenting his bid, shall disclose any and all payments they have made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The CPSU will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The CPSU will not, directly or through any other person or firm indulge in fraudulent practice i.e. a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and / or to influence the procurement process to the detriment of the Government interests.
- (5) The CPSU will not, directly or through any other person or firm use Coercive Practices i.e. the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Department of Medical Education under law or the Contract or its established policies and laid down procedures, the Department of Medical Education shall have the following rights in case of breach of this Integrity Pact by Department of Medical Education and CPSU accepts and undertakes to respect and uphold the Department of Medical Education absolute right:

- (1) If the CPSU either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Department of Medical Education after giving 14 days' notice shall have powers to disqualify CPSU from the Tender process or terminate / determine the Contract, if already executed or exclude the CPSU from future contract award processes.
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Department of Medical Education. Such exclusion may be forever or for a limited period as decided by the Department of Medical Education.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Department of Medical Education. has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Department of Medical Education apart from exercising any legal rights that may have accrued to the Department of Medical Education, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the CPSU as deemed fit.
- (3) Criminal Liability: If the Department of Medical Education obtains knowledge of conduct of a CPSU, or of an employee or a representative or an associate of CPSU which constitutes corruption within the meaning of IPC Act, or if the Department of Medical Education has substantive suspicion in this regard, the Department of Medical Education will inform the same to law enforcing agencies for further investigation as deemed fit.

Article 4: Previous Transgression

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

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

- (1) The CPSU undertake(s) to demand from all sub contractors a commitment inconformity with this Integrity Pact. The CPSU shall be responsible for any violation (s) of the principles laid down in this agreement / Pact by any of its Subcontractors /sub-vendors.
- (2) The Department of Medical Education will enter into Pacts on identical terms as this one with all CPSU.
- (3) The Department of Medical Education will disqualify Bidders, who do not submit, the duly signed Pact between the Principal / Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of Department of Medical Education, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Department of Medical Education)

.....
(For and on behalf of CPSU)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place: Panchkula

Dated: