

**EXPRESSION OF INTEREST (“Eoi”)
FOR
EMPANELMENT OF ARCHITECTURAL FIRMS
FOR
CANCER CARE INFRASTRUCTURE
OF
ASSAM CANCER CARE FOUNDATION
EOI No.: ACCF/ARCH/2022-23/52 dated 15.07.2022**

Issue Date: 15 July 2022

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Expression of Interest

ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital,
Guwahati, Assam – 781022

Telephone: +91-9085202020 E-Mail: procurement@accf.in,

Website: www.assamcancercarefoundation.org

Reference No: ACCF/ARCH/2022-23/52

ONLINE EOI IS INVITED FROM ELIGIBLE ARCHITECTURAL FIRMS FOR EMPANELMENT IN ASSAM CANCER CARE FOUNDATION FOR CANCER CARE INFRASTRUCTURE.

Name of Work	Bid Security (INR)	Cost of bid Document (INR)
Empanelment of architectural firms for cancer care infrastructure	Nil	1,000/-

Important Dates:

Date of issue	15.7.22
Pre-Bid Meeting	21.7.2022 at 14:30 Hrs at ACCF Office/ MS Teams ID will be published in ACCF Website www.assamcancercarefoundation.org
Last date and time of Proposal submission (Online)	12.08.2022 till 1500 Hrs
Last date and Time for submission of hard copies of key documents.	12.08.2022 till 1600 Hrs
Date & Time for opening of proposal	After 1 hrs from last date and time of bid submission.
Address for Communication	ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91-9998515371, E: procurement@accf.in W: www.assamcancercarefoundation.org

INSTRUCTIONS TO TENDERERS- E TENDERING

- A. The Applicant is required to prepare and submit the complete proposal documents in the online e-Tender portal (i.e., <https://assamtenders.gov.in>) 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 3 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:
- F. EMD (Bid Security) and Processing/Tender Document Fee (if not paid online)
- G. Declaration as per Annexure-2
- H. Original Power of Attorney Document or certified copy of the Board Resolution (in case of Company) authorizing the Signatory.
- I. The Applicant can submit above hard copies either through courier or by hand (with acknowledgement) in the address given below. Non-submission of hard copies within due date and time shall be treated as no-bid and render the bid liable for rejection.

To,
 Chief Operating Officer (COO),
 ASSAM CANCER CARE FOUNDATION
 3rd floor, V.K. Trade Centre, G.S. Road,
 Opp. Down Town Hospital, Guwahati 781022, Assam.

- J. General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.
 - i. Registration of Contractor/bidder
- K. Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. e Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.
 - i. Digital Signature certificate (DSC)

- L. Each contractor/bidder is required to obtain a Class-III Digital Signature Certificate (DSC) (only signing certificate is required) for submission of tenders.
- M. Downloading of Bid Documents: The contractor/bidder/bidder can download NIT & Bidding Documents from <https://assamtenders.gov.in>. There is also different search method for searching of published tenders. For downloading the tender documents or to view the information of a tender Digital Signature Certificate is not mandatory. DSC is mandatory only to submit the Bid.
- N. Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.
- O. **Seeking Clarification:** Bidders have to ask any kind of clarification through "Seek Clarification" Tab available at <https://assamtenders.gov.in>. Clarification asked through any other mode will not be accepted.
- P. Amendment of Bidding Documents:
 - a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have moved this tender to their "My Tenders" area.
 - b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.
 - c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids.
 - d. In case a bidder has already submitted the bid before corrigendum & he/she will be allowed to resubmit the updated bid again without any additional cost of EMD. In that case his updated bid shall be taken for evaluation.
- Q. Submission of Tenders

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

- a. Technical proposal
 - i. The Technical proposal should contain scanned copies of the following in two covers (folders).
 - ii. A-1. Statutory Cover Containing (Please make a list of required documents)
 - b. Technical Documents
 - c. Eligibility Documents
- Note:** - Failure of submission of any of the above mentioned documents will

render the tenderliable to be summarily rejected for both statutory & non statutory cover.

d. Financial proposal

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document. The bidder has to download the given format ("BoQ", a.xls file) from the respective tender published at <https://assamtenders.gov>, enter rate into the specified cell and upload the same into the folder named "BOQ" on the website <https://assamtenders.gov.in> 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 e-procurement portal; no hard copy of the same is required to be submitted. Bidder shall quote rate per piece and for destination specified in the bid.

R. 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 tender again.

S. Resubmission

Bidder can resubmit there bids more than one number of time before the online bid submission closing date and time. In that case his updated bid shall be taken for evaluation.

T. Help Desk

Help Desk numbers for any kind of support related to e-Procurement: Local Language Support: 1800 2121 18866(Ext. 2)
0361 - 234 7144, 223 7188 (9:30 am to 5:30 pm)
(Language: Assamese/Bengali/Hindi/English)
24 x 7 Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
International Bidders are requested to prefix 91 as country code. (Language: Hindi/English)

1. Disclaimer

- 1.1. This EOI is issued by Assam Cancer Care Foundation ("Client"/ "ACCF"/ "Employer") shall be contracting party.
- 1.2. The information contained in this EOI 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 EOI and such other terms and conditions subject to which such information is provided.
- 1.3. This EOI is neither an agreement nor an offer by the Client to the prospective Bidder or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals

pursuant to this EOI. This EOI 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 EOI 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 EOI. The assumptions, assessments, statements and information contained in this EOI 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 EOI and obtain independent advice from appropriate sources.

- 1.4. Information provided in this EOI 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this EOI and any assessment, assumption, statement or information contained herein or deemed to form part of this EOI or arising in any way in this selection process.
- 1.6. This EOI 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 EOI, the confidentiality obligations under this EOI or subsequent Contract shall continue to be binding on and adhered to by the Bidder.
- 1.7. Client also accept 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 EOI. It is the responsibility of the Bidders to make their own assessment in preparing their Proposals.
- 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 EOI.
- 1.9. The issue of this EOI 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 Proposals without assigning any reasons whatsoever. This EOI 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 Proposals; 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 EOI process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for EOI does not give rise to any right in rem, and is not an offer or invitation to offer.
- 1.11. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. 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 Proposal, 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 EOI or the other Volumes of the EOI, 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 Proposal pursuant hereto.

2. Introduction

2.1 About ACCF

(a) Government of Assam and the Tata Trusts have joined hands to improve cancer care infrastructure in the state. The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a joint partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state.

2.2 About the Project

- a. The Project envisages a comprehensive infrastructure, consisting of Apex Centre, Research Centre, Administrative Offices and ancillary Cancer Care Facilities across the state of Assam
- b. Currently, 7 such hospitals are operational in Assam, namely Dibrugarh, Barpeta, Tezpur, Jorhat, Lakhimpur, Kokrajhar and Darrang. A Radiation Therapy block at State Cancer Institute at Guwahati is also being operated by ACCF.
- c. Construction is also underway at Guwahati, Silchar and Diphu locations.

3. EOI for empanelment of Architectural Firms

- 3.1. For the purpose of implementing the Cancer Care Infrastructure Programme, the Client proposes to empanel Architectural Firms for the scope of Services specified in this EOI or other similar nature scope of work shall be shared at the time of invitation of Financial Proposals.
- 3.2. Through this EOI document, the Client is inviting Proposals for short listing suitable qualified Architectural Firms (“Bidders”) and empanelling them 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 Proposals submitted by the Bidders shall comply with all the requirements as stated in the EOI. Based on final evaluation, the qualified Bidders will be selected and notified for empanelment (hereinafter referred to as the “Architect”).
- 3.4. The notification of empanelment by the Client shall be issued by Client and acceptance by the Architect, 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. Short listed firms (i.e. empaneled firms) shall be invited to submit proposal (Technical and financial) along with EMD, if any, based on scope of work.
- 3.6. Bidder’s Eligibility Criteria:

Refer Annexure A: Scope of Services Appendix 1: Eligibility Criteria.

Only the Bidders who are successful in the Eligibility Criteria shall be considered for the subsequent bid and selection process.

- 3.7. Proposal for Services: The Bidders shall prepare and submit Proposals to Client in the manner mentioned in the procedure for submitting Proposals. Such Proposals shall be based on the scope of Services outlined in **Annexure A: Scope of Services**
- 3.8. Procedure for submitting Proposals:
- 3.8.1. Part 1 of the Proposal shall comprise the following:
- A letter on the letterhead of the Bidder as per **Annexure B: Covering letter**, signed by the Authorised Signatory,
 - Expression of intent to participate in the Bidding Process
 - Unconditional acceptance of the terms and conditions of the EOI Process, EOI.
 - Undertaking that all information provided is true and correct
 - The above shall be signed, scanned in .pdf file format.
- 3.8.2. Part 2 of the Proposal shall comprise the following:
- Details justifying Bidders' Eligibility Evaluation Criteria and Submittals required as per Appendix 1 (also to be provided in .XLS file as per format given);
 - Completed form, and its required attachments in response to questions as provided in Appendix 2: EOI Questionnaire (also to be provided in .XLS file as per format given);
 - Legal structure of the Bidder Appendix 3 (to be provided in .pdf format).
 - Litigation history, including current material litigation detailed as per Appendix 4 (to be provided in .pdf format).
 - In case the Bidder is jointly bidding with other parties, the Bidder shall mention the details of the joint venture parties as per Appendix 5 (to be provided in .pdf format). With respect to joint bidding, Bidder is required to follow instructions mentioned in this EOI. Consortium and JVs, formed specially for this EOI, are not allowed.
 - In case the Bidder is proposing to subcontract some of the work, the Bidder shall mention the details of scope of Consultancy Services that it proposes to subcontract. and the identified parties for such subcontracted work shall be mentioned in Appendix 6. The Bidder shall clearly mention the reason for such subcontracting and the qualification and experience of such subcontracting parties in Appendix 6 (to be provided in .pdf format). However, once empanelled, bidder may change these sub-contracting agencies based on scope of work, at the time of submission of Technical & Financial offer.
- 3.8.3. Part 3 of the Proposal comprises of Power of Attorney duly notarized and a certified true copy of a Board Resolution in favour of the signatory of the Proposal, authorizing the signatory of the Proposal, to submit the Proposal on behalf of the Bidder ("Authorised 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 Appendix 7.
- 3.8.4. Part 4 of the Proposal comprises completed form, and its required attachments, as provided in Appendix 8: Financial Information certified by

the Applicant's statutory auditor. The required details shall also be provided in .XLS file as per format given.

3.8.5. It is clarified that the entire Proposal shall be given in .pdf format.

3.8.6. The language for all written communication shall be English and unless mentioned otherwise, the currency shall be Indian National Rupees (INR).

3.9. Cost of tendering: The Bidder shall bear all costs associated with the preparation and submission of its Proposal and Client shall, in no case, be responsible or liable for such costs, regardless of the outcome of the tender process. It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per EOI.

3.10. Validity:

3.10.1. The proposal shall be valid for a **period of 180 days** from the last date for receipt of Proposals (Proposal Validity Period).

3.10.2. 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.

3.10.3. Period of empanelment shall be 2 years from the date of intimation of empanelment by ACCF.

3.11. Addendums/Corrigendum:

3.11.1. Client shall at its discretion choose to issue a clarification or modify the EOI 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 EOI pursuant to this Clause, and shall be communicated by email or such other customary modes to all the Bidders.

3.11.2. In case of issuance of Addendum or Corrigendum, the Bidders who have already submitted their Proposals, need not resubmit their Proposal, but can submit the modification to the Proposal, if desired. If the Bidder, chooses not to modify their Proposal, 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.

3.12. Interested Bidders are requested to submit their Proposals considering the key dates given above:

Note: The above dates are subject to revision by the Client. Revisions if any will be conveyed only to bidders who have expressed their interest to the Client.

3.13. Mode of Submission:

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

3.13.2. Subsequent to submission of Proposals on portal.

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

Head Operations

Assam Cancer Care Foundation

*3rd floor, V.K. Trade Centre, G.S. Road, Opposite Downtown Hospital,
Guwahati, Assam – 781022*

4. Selection Mechanism

- 4.1. Bidders fulfilling the above Eligibility Criteria and found successful as per all terms and condition of this EOI, as stated by the Client, will be considered for empanelment as the Architect for the Project.
- 4.2. The Bidder's credentials as per the Eligibility Criteria mentioned in Appendix 1 shall be first assessed to check the eligibility of Bidder. Only those Bidders found to be eligible as per the Eligibility Evaluation Criteria (Qualified Bidders) will be considered for empanelment. This evaluation shall be based on Submittals / Proof provided by the Bidders along with the Proposal.

5. Responsibilities of the Bidder

- 5.1. It is the sole responsibility of the Bidder to:
 - a. Examine and understand the bid documents, including all the annexures/appendices, Addendums 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;
 - b. 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 Proposal;
 - c. The Bidders should inform Client of any concerns implied or related to but not specifically mentioned in the Proposal or other documentation.
 - d. 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 EOI and its appendices when submitting its Proposal.
- 5.2. In case the Bidder intends to use the services of any third party for completing the scope of Consultancy Services, the Architect shall be solely and fully responsible for the Scope of Services irrespective of the service being rendered through a third party. In such cases, the Architect shall coordinate with the third party at its sole cost and outcome and shall report to the Client on periodic basis for purpose of project management.

6. Other Terms and Conditions:

- 6.1. **Confidentiality:** The Bidder should ensure the confidentiality of all documents supplied/ provided by the Client or its authorised representatives or consultants, including this EOI. The Bidder shall use the documents for bidding process only.
- 6.2. **Assignment:** Any assignment of this EOI/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 EOI/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 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/Empanelment 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 Authorised signatory of the Bidder.
 - 6.6.2. The Client reserves the right to accept or reject one or all Proposals without giving any explanation or re-evaluate some or all Proposals, should any evaluated Proposal 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 Proposal, the Bidder has:
 - a. made a complete and careful scrutiny of the EOI and Proposal Documents submitted in response to the EOI;
 - b. accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Client subsequently in relation to the EOI. 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 Proposal, and arrangement to execute the Scope of Services in accordance with the EOI 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, if:
 - i) the Bidder, its joint venture member (or any constituent thereof) and any other Bidder, its member or any member of its joint venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its joint venture member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its joint venture member, as the case may be), in the other

Bidder, its joint venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013.

- ii) a constituent of such Bidder is also a constituent of another Bidder; or such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its joint venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its joint venture member thereof; or such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or such Bidder, or any of its joint venture member thereof has a relationship with another Bidder, or any of its joint venture member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
- iii) An individual Bidder at the same time be member of a joint venture or consortium applying for this Proposal. Further, a member of a particular Bidder joint venture or consortium cannot be member of any other Bidder joint venture or consortium applying for this EOI.

Annexure A: Scope of Services

The scope of services is divided into 2 parts.

- Part 1: Design Development Consultancy
- Part 2: Liaison Consultancy

Part 1: Design Development Consultancy:

The Scope of Services shall be required to be performed under the following stages of assignments. The Architect shall ensure that their full range of services are offered in order to provide a comprehensive design detail for Programme Infrastructure covering –

- I. Healthcare Infrastructure Planning
- II. Architectural Design
- III. Structural Design
- IV. Mechanical, Electrical and Plumbing (MEP)
- V. Landscape Design
- VI. Interior Design
- VII. Biomedical Engineering

While the Client shall facilitate, the Architect shall liaison with all the advisors and stakeholders associated with the project.

- a. Medical & Healthcare Advisors
- b. Equipment (MEP and Medical) Vendors / Consultants
- c. Specialized Consultants
- d. Project Management Consultants,
- e. Civil, MEP, Interior Contractors, etc.
- f. Statutory Authorities

Masterplan and Conceptual Design Stage

A. Since Master Planning of the entire facility is an integral part of Conceptual Design stage, it shall include

1. Site analysis
2. Evaluation and planning of basic infrastructure
3. Evaluation of impact on environment
4. Traffic and vehicle circulation plan
5. Zone land use
6. FAR calculations
7. Plot coverage, and total built up area calculations
8. Planning civic amenities and common facilities
9. Security and logistical systems, green development planning

B. Output from concept planning stage shall include:

1. Blocking and Stacking Diagram, Massing Plan, 3D perspective view of plans, Look and Feel depicting Design Intent & Walk-through videos
2. Master plan showing allocation of built-up & open space within the site

3. Site plan showing entries, exits & traffic pattern (staff, public, ambulance) within the site
4. Components and details of Service Yard Block, e.g., HVAC Plant, STP, ETP, WTP, Water Tank, DG sets, Electrical Substation, Electrical Panel Room, MGPS, LMO Plant/Gas Manifold, LPG Gas Bank, HSD tanks, etc.
5. Connecting Roads, Water Offtake Point, Sewerage Point, Electric Line and Substation (incl. available capacity)
6. Water Line, Drainage Line, Storm Water Drainage, Sewage Line Outlet,
7. Car parking zone
8. Concept massing diagram showing building volume(s)
9. Implementation phasing diagram (if applicable)
10. Block diagrams showing inter-departmental relationships
11. Functional stacking diagram showing departmental organizations on various floors.
12. Preliminary area program

Schematic Stage

A. Further development of the masterplan and conceptual plan into full departmental plans including building grid and overall dimensioning. The Architect shall develop and share a full Design Basis Report (DBR) along with diagrams and a technical specifications document.

1. Review the overall Concept Design with respect to inputs from internal engineering and services teams along with multidisciplinary consultant team appointed by the Client.
2. Share and incorporate inputs into the concept design with a view of fine-tuning the design towards a more detailed scheme, taking into consideration inputs from all other consultants on the project and the Client.
3. Review all statutory byelaws in detail and ensure that the schematic design caters to requisite parameters of the local development rules.
4. Design of circulation cores, vertical transportation and services areas to be scheduled in this stage.
5. Arrangement / sequencing of spaces, as per the medical flow, as desired by Client's operational policy, required by specialist medical equipment suppliers and in coordination with the medical planner.
6. Commence work on material and finishes schedule preparation.
7. All design calculations such as but not limited to structural loads, heat load calculations, electrical load calculations, water supply, demand calculations, etc. to be part of the DBR.
8. Work out building and other elevations with respect to short-listed materials and finishes. Massing studies finalized during the concept design stage shall be further detailed in this stage with respect to the actual materials proposed and the proportions etc. Options of colors and materials shall be explored in this stage.
9. Prepare and provide an Area Statement detailing the carpet, gross external, net internal areas and planning density, areas of each floor of each building and of the entire Project including super built-up area of each unit to Client as per the local building bylaws.
10. Prepare AERB compliant drawings for linear accelerators, brachytherapy, and other nuclear medicine drawings required for project approval
11. Prepare and issue schematic design documents for review by Client, at intervals appropriate to the progress of the schematic design phase and mutually agreeable to

Client and the Consultant. Incorporate any modifications suggested by Client and relevant authorities and reissue documents for Client's approval.

12. Instruct and intimate other consultants and sub-consultants in respect of Client's schedule, design and budgetary requirements and integrate service systems in the documents in consultation with Client and as per specific service requirements needed by the medical equipment planning done by the medical planner.

13. Attend regular design review and design coordination meetings with all/ necessary consultants and sub-consultants.

14. Assist in preparation of building approval application drawings and ensure building authorities compliance for total project.

15. Work with the peer reviewer appointed by Client to optimize the design & value of the project within the agreed cost / budget.

B. In reference to the drawings, the Architect shall incorporate the level of details which makes it sufficient to secure approvals and accreditations from the respective authority/ regulatory bodies to construct and operate a hospital and all its allied services.

C. The Architect shall incorporate the provision of drawings, BOQ for structure, so that excavation and construction of foundation and frame can be initiated at the end of this stage.

D. Drawings would include the following elements (not exhaustive):

1. Site plan showing updated building footprint, car parking zones, entries & exits
2. Schematic Floor plans showing inter & intra-department layouts
3. Schematic furniture layout
4. Lift & staircase locations
5. Schematic building sections showing floor heights & total building height
6. Schematic building elevations & exterior 3D visuals
7. Updated area program
8. Interior plans, sections, details, look & feel of Reception area, OPD area, Consultant room and all other equipment rooms, Admin rooms & circulation areas. For look and feel, Consultant is expected to keep in mind the traditional themes and motifs endemic to Assam which might also differ from district to district/ region to region.
9. Exterior 3D visuals (schematic)
10. Reception, Consultant room, Bill desk, waiting area, Lift lobby detailing, Passage corridor detailing, typical toilet detailing etc.
11. Signages (Floor, room, general, fire exit, warning).
12. Such other elements as may be required
13. Coordinated drawings and models for clash-free execution including all structural members, MEP services and medical services like (MGPS, NCS and PCS) on 3D BIM (Software to be used Autodesk Revit or an equally competent software)
14. Providing access rights of BIM / Revit version drawing to the contractors appointed by Client for preparation of shop drawing / as – built drawings.

Detailed Design

1. Design Development process will involve further development of the Schematic Development plans in larger scale and with full engineering input and materials/supplier's research.

2. The Consultant shall have to sequence their work products so as to initiate parallel bidding packages for Construction, MEP and Interior packages.
3. Sign-off and verify that the client's brief has been satisfied in full. The client may choose to conduct a separate peer review of the drawings, design and output at its discretion.
4. Refine the design to a building approval submission standard and provide Client adequate information whereby the overall execution team can interpret the information and provide the Client or its consultants enough information to prepare a Cost Plan.
5. Coordinate the overall engineering concepts; incorporate all the services and medical planning provisions.
6. Provide documents in electronic and paper format (06 Copies) as required by Client.
7. Prepare and provide to a Detailed Area Statement detailing the carpet, gross external, net internal areas and planning density, areas of each floor of each building and of the entire project including super built-up area of each unit to Client.
8. Prepare BOQs and tender packages in coordination with the Client or its consultants on the project for all packages.
9. Assist Client and its consultants in compiling, answering and reviewing all tenderer's queries.
10. Prepare addendum (if required) for inclusion in notices to advise contractors and subcontractors regarding information that was not originally included.
11. Incorporate revisions, if any, to area statements, calculations and fact sheets.
12. The Design Consultant shall coordinate with the Client or its advisers to perform the above-mentioned activities.

Construction Documentation

1. Further development of the schematic design plans in larger scale and with full engineering input. Further development of the SD sections and elevations with engineering input and materials/ supplier's research.
2. Review the project brief and advise any amendments to Client from the agreed design develop the construction detailing, ensuring that the various built elements are kept within the project budget. also, all medical requirements are met as per the client's operational policy and the advice of the medical planner.
3. Produce detailing options, schedules as warranted or requested by Client.
4. Documentation and drawings shall be comprehensive and coordinated with the other consultants. Document control index (DCI) to be maintained, circulated, and updated regularly to all stakeholders.
5. Recommend most appropriate solution and refinement of the agreed concept.
6. Prepare and assist Client in finalization of materials, mock-up approvals and sample boards / mood boards wherever required.
7. Recommend to Client when specialized services are necessary, including but not limited to model studies, material testing, and inspection of shop fabrication.
8. Good for Construction drawings for various disciplines as per pre-determined schedule for drawing release with the PMC.
9. Drawings, sections and elevations are fully dimensioned and coded ready for construction. Full cross referencing of details, both unique and generic. Also, the localization of all the details for the instance of use.
10. Approve shop drawings and As-built drawings for works/ packages it is directly responsible for.

11. Single point of contact who is locally available full time to be deployed for the project for coordination activities.

Site Inspections

1. Conduct monthly visits / as and when required by the Client to site during the execution stage of the project for facilitating provision of design clarifications to the vendors at site, to review and highlight any shortfall in quality of workmanship related to line, level and finishes from the aesthetic point of view.
2. The Architect shall check whether the design intent is being maintained by the Principal Contractor who is executing the work at site; review and audit the work at site is proceeding in accordance with the drawings
3. Comment and approve mock-ups done by the vendor.
4. Respond to RFI's.
5. Conduct design workshops physically to resolve issues, provide clarifications and respond to pending RFI's.
6. Jointly, along with the Client, its consultants and representatives carry out final inspections prior to handover, collate the final defects and omissions list with the respective contractors, on completion of all works and when informed by the Client/ Client's representative at site to carry on such inspections, and arrange to check rectification of such defects once on completion of all such rectification works when informed by the project manager.

All the drawings including all revisions shall be submitted to Client and PMC in AutoCAD and PDF formats for record keeping and documentation along with regular updates of DCI.

Part 2: Liaison Consultancy:

- (a) The Architect shall be responsible, by themselves or by the mode of sub-contracting, provide the services of Liaising for the Programme Infrastructure including the process of liaising, obtaining technical clearance from various departments and other statutory approvals from state and central government bodies.
- (b) Such Liaison Consultancy services scope shall include but be not limited to the following services:
 - 2.b.1. Provide feedback on format of drawings required for submission to various departments.
 - 2.b.2. Review the concept design and provide all relevant codal inputs.
 - 2.b.3. On behalf of the Client, submit project certificates, completion certificates and obtain the Building Occupancy/Use Permission (partial or/and full) as required.
 - 2.b.4. Preparation of schemes and drawings for administrative and statutory approvals approval after finalization of plans from principal architect appointed by Client. The approvals are to be sought from the concerned authorities.
 - 2.b.5. Furnish required information regularly in formats mandated by the Competent Authority or regulatory body during the phase of construction
 - 2.b.6. Apply for and obtain approvals relating to the Programme Infrastructure (including buildings, equipment, etc.)

- 2.b.7. Following are some indicative list of approvals that will have to be obtained for the Programme Infrastructure. This may change depending on the type of Programme Infrastructure and the Liaison Consultant shall be responsible for obtaining such approvals as may be required by Government or statutory regulations:
- (a) Establishment of current Land use of identified site and change of land use
 - (b) Plan, Water Supply, and Drainage approval from urban local body
 - (c) Municipal corporation approval for building construction
 - (d) Fire Department approval before commencing building construction
 - (e) Approval from MoEF / State Environment Ministry
 - (f) NOC (CTE and CTO) from State Pollution Control Board
 - (g) Airport Authority NOC (if applicable)
 - (h) National Highway Authority NOC (wherever applicable)
 - (i) Electrical Inspector's / Authority's approval for Sanctioned Load /NOC
 - (j) Explosives NOC for HSD Storage and Medical Gas storage
 - (k) Approval from National Monument Authority/ ASI.
 - (l) Authorizations for generation of Bio-Medical Waste
 - (m) NOC is required for Right of Way
 - (n) Lift Inspector's approval for Lifts
 - (o) Ground Water Authority approval for bore well
 - (p) Excavation approval (if required)
 - (q) Tree cutting approval (if required)
 - (r) Assist in obtaining AERB approval for LINAC, Brachy, PET CT, Gamma Camera equipment, etc.
 - (s) Building Completion Approval and obtaining Occupancy Certificate
- 2.b.8. The Service Order for each Programme Infrastructure may specify any exceptions in the scope of the Liaising Consultant on a case to case basis.

Annexure B: Covering letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Clinical Director/Project Director

Assam Cancer Care Foundation, Guwahati

Tender No.:

For work of

Sub: Submission of Proposal for Empanelment of Architectural Firms
For Cancer Care Infrastructure of Assam Cancer Care Foundation

Sir,

1. Having read, carefully examined and understood the EOI dated [●] issued and Assam Cancer Care Foundation ("Client"/ "ACCF") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "EOI"), we hereby offer to perform the Services for the parts specifically

mentioned in our Proposal in accordance with the scope of Services and the terms and conditions set forth in the EOI and the other EOI documents.

2. We hereby agree and confirm that our Proposal has been prepared strictly in conformance with the instructions in the EOI (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 EOI during the bidding process.
3. We agree that we have inspected and examined the EOI documents and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the EOI which may affect our Proposal 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 Proposal valid and open for acceptance without unilaterally varying or amending its terms for the Proposal Validity Period stated in the EOI;
 - (b) We agree that if our Proposal is accepted, we will execute the Agreement if required, provide the necessary requirements and obtain and provide the Performance Guarantee (if applicable); all in accordance with the EOI
 - (c) We acknowledge and agree that the acceptance of our Proposal and award of the contract, and the cancellation or modification of the EOI at any stage is at Client's sole discretion and any decision taken by Client in relation to the EOI (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 EOI or the selection process thereunder.
 - (d) We acknowledge and agree that Client is not bound to accept the lowest or any Proposal or offer that Client may receive.
5. We represent and warrant to Client that as of the date of submission of the Proposal and till the end of the Proposal 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 Proposal is accepted;
 - iii. we are in compliance with all the terms and conditions of the EOI;
 - 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 EOI and to submit the Proposal as a binding offer in response to the EOI, the Confidentiality Undertaking and all other documents that are required to be submitted pursuant to the EOI, 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 EOI 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 (including our joint venture or consortium partners) 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 or its joint venture / consortium 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 breach by such Bidder or its joint venture / consortium partner.
 - ix. we may sub-contract some part(s) of the Scope of Service to certain parties which shall be agreed with the Client in writing. In case of such sub-contracting we confirm that we will be solely responsible for delivering the entire Scope of Services. We also confirm that the Client shall be indemnified by us from any liability including any loss (financial or otherwise) or damage directly or indirectly arising out of such acts, including acts of omission or commission by the sub-contractor.
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 Proposal Validity Period (as may be extended in accordance with the EOI).
 8. This Proposal 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 will have exclusive jurisdiction in respect of all matters arising out of this Proposal.
 9. We have agreed that [] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
 10. We have provided details, in accordance with the instructions and in the form required by the EOI and have attached the same as appendices to this Proposal. These documents form an integral part of this Proposal:
 - Appendix 1: Eligibility Criteria
 - Appendix 2: EOI Questionnaire
 - Appendix 3: Legal Structure
 - Appendix 4: Litigation History
 - Appendix 5: Details about the joint venture (if applicable)
 - Appendix 6: Proposed sub-contractors for completing Scope of Services
 - Appendix 7: Documents relating to authorised signatory
 - Appendix 8: Financial Information certified by Chartered Accountant or Statutory Auditor
 - Appendix 9: NA
 - Appendix 10: NA

Appendix 11: Format for providing details relating to fulfilment of Eligibility Criteria

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

Appendix 1: Eligibility Criteria

1. Evaluation Criteria for submitted Proposals for given scope of Services shall be as below.

Refer **Appendix 11:**

Format for providing details relating to fulfilment of Eligibility Criteria for format of submission.

Sr. No.	Criteria for Evaluation of Eligibility	Parameter	Submittals / Proof
1	<p>The Bidder should be registered in India as</p> <p>1. A company registered under Indian Companies Act, 1956 or 2013 (OR)</p> <p>2. A partnership firm registered under Indian Partnership Act, 1932. (OR)</p> <p>3. A partnership firm registered under Indian LLP act 2008 (OR)</p> <p>4. Proprietorship Firm</p> <p>5. A Joint Venture Firm (with minimum of 5 years experience)</p>	-	<p>Certificate of registration in good standing.</p> <p>Consortium for this empanelment is not allowed.</p>
2	Registered with Council of Architecture (COA)	-	Certificate of registration in good standing
3	Experience in Similar Projects (Past 5 years).	Projects of 1 lakh Sq. FT. built up area and above, each project	<p>Completion certificates- 3 projects.</p> <p>(Minimum of two 100 bedded -hospital projects mandatory)</p>
4	Average annual turnover for Architectural and Engineering consultancy	Rs 25 lacs per annum during the last three years	Certificate from CA or Statutory Auditor
5	Litigation history		Refer Appendix 4: Litigation History

1.1. It is clarified that the Experience with respect to the Eligibility Criteria referred to in the above table shall be with respect to the scope of Services as defined in **Clause Annexure A: Scope of Services**

1.2. Similar Projects shall mean construction projects of healthcare, hospitality

1.3. Appropriate submittals / proof justifying the Eligibility Criteria shall be provided along with the Proposal. Proposals without submittals shall be liable to rejection at the discretion of the Client. Refer **Appendix 11:**

1.4. **Format for providing details relating to fulfilment of Eligibility** Criteria.

Appendix 2: EOI 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	
1.7. In case of joint venture or consortium bid, above details of the Lead party shall be separately provided	
2. Mention the document authorising the Authorised Signatory (copy of the document to be provided in Appendix 8)	
3. Tax Registration Details	
3.1. GST	
3.2. Income Tax	
4. Contact Person for this Proposal	
4.1. Name	
4.2. Address for Courier	
4.3. Office Phone	
4.4. Mobile Phone	
4.5. Fax	
4.6. E-mail Address	
5. Disclosure of Interests	
Please disclose here any beneficial financial interest which exists, or may exist, between yourselves and the following or their affiliates:	
5.1. Tata Trusts	
5.2. Tata Group of Companies	
6. Certifications & Procedures	
6.1. Quality certifications (e.g. ISO9000, etc.)	
6.2. Environmental Management (e.g. ISO14000, etc.)	
6.3. Other relevant certifications	
7. Assumptions in the proposed Proposal	
Identify here any provision(s) of the Proposal to which if there is a change, would materially increase/decrease your price:	

Appendix 3: 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. In case of firm, the Bidder shall clearly mention the details of partners and share of interest of each partners.
3. Organogram and CVs of Key personnel to be submitted.
4. In all cases, details of promoters shall be mentioned.

Appendix 4: Litigation History

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

Appendix 5: [if applicable]Details about the joint venture(with minimum 5 years Experience)

Following additional details shall be provided in case of joint venture or consortium bidding

1. Joint venture
 - a. List of JV partners
 - b. Lead Partner
2. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and performance guarantee obligations.
3. Confirmatory statement that all members of the joint venture or consortium shall be jointly and severally liable for all obligation of the scope.

Appendix 6: Proposed sub-contractors for completing Scope of Services

In case the Bidder intends to sub-contract parts of the Scope of Services, the Bidder shall provide the following details:

1. Scope of Services that the Bidder intends to subcontract.
2. Details of Site locations for which such sub-contracting is intended.
3. Details of such sub-contractors identified including experience, resources, team and equipment available with such sub-contractor.
4. Confirmation that the Bidder will be responsible for ensuring compliance with necessary rule, regulations and provisions of any law that are required to be complied with by such sub-contractor.

Appendix 7: Documents relating to authorised signatory

The Bidder shall provide the document authorising the signatory in Appendix 7. Like Authorisation from board or competent authority, ID proof of authority etc.

Appendix 8: Financial Information certified by Chartered Accountant or Statutory Auditor

Financial Information in INR Cr.	Historical Information for previous 3 financial years			
	2019-20	2020-21	2021-22	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				

Appendix 9: NA

Appendix 10: NA

Appendix 11:

A. Format for providing details relating to fulfilment of Eligibility Criteria

Important note

- 1. Follow chronological order starting with latest projects.**

2. All amounts to be quoted in INR Crore

Format to provide details of Experience similar services across Similar Projects (For s.no 3 of Eligibility Criteria)

S no.	Name of Project	Name of company / organization with contact details for reference check	Brief description of services provided	Value 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	NABH/ NQAS accreditation details
1								
2								
3								

Format to provide details of experience of cancer care hospitals (For s.no 4 of Eligibility Criteria)

S no.	Name of Project	Name of company / organization with contact details for reference check	Brief description of services provided	Value of contract	Completion time as stated at the time of contract award or tender (weeks)	Actual completion (weeks)	NABH/ NQAS accreditation details
1							
2							
3							

B. Format to provide details of Experience in similar projects in the states of North-Eastern India (For s.no 5 of Eligibility Criteria)

S no.	Name of Project	Name of company / organization with contact details for reference check	Description of services provided	Value of contract	Location of the Project (District, State)	Actual completion (weeks)	Explanation why the Project is Similar Work
1							
2							
3							

Experience in designing an NDMA compliant building (For s.no 6 of Eligibility Criteria)

S no.	Name of Project	Name of company / organization with contact details for reference check	NDMA design features used in the building	Value of contract	Location of the Project (District, State)
1					
2					
3					

Annexure C: Terms sheet 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 ACCF or any other entity authorised by Assam Cancer Care Foundation ("Client") for execution of work.

2. Commencement of Services:

- 2.1. Consultant shall commence services as per the following timelines:

Part 1 – Design Development Consultancy	Within 1 week of Service Order
Part 2 – Liaising Consultancy	Within 3 days of Service Order

- 2.2. On a case to case basis, the Client may agree for allowing further mobilisation time for Consultant to commence services

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

4. Completion of Services

- 4.1. Timeline for completion of services for Part 1 – Design Development Consultancy:

S No.	Submission Stage	Completion timeline
1.	Concept Design	2 Weeks from Service Order
2.	Schematic Design	2 Weeks from Concept Design
3.	Detailed Design	4 Weeks from Schematic Design
4.	Construction Documentation	2 Weeks from Detailed Design

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 Part 2 – Liaison Consultancy: Timeline shall in line with the requirement for each Programme Infrastructure

5. Term

- 5.1. Short listed firms shall be invited to submit proposal (Technical and financial) along with EMD, if any, based on scope of work.
- 5.2. Short listed firms will be empanelled for a period of two years.
- 5.3. Service Order shall be issued for specific Programme Infrastructure where the Consultancy Services are required

6. Termination

- 6.1. Either Party may terminate the empanelment by giving a one month notice period.
- 6.2. Without prejudice to its any other rights 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 empanelment by giving two (2) week 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 EOI and does not remedy it or take effective steps to remedy within two (2) weeks of issuing a notice by the Client
- 6.3. Upon termination of the Empanelment for any reason whatsoever, the Consultant shall deliver within two (2) weeks 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 EOI from any person connected with the Client or Programme or Programme Infrastructure.

7. Fees
NA

8. Payment Basis, Mechanism, and Penalties

- 8.1. The Client shall raise a Service Order for Programme Infrastructure that it requires the Consultant to provide Consultancy Services clearly covering the scope of Services for either Part 1 or Part 2 or combination thereof after evaluating proposal.
- 8.2. Payment shall be made as follows:

	Part 1 Design Development	Part 2 Liasion Consultancy
Advance subject to provision of Performance Bank Guarantee	10% of estimated Work Order value	10% of estimated Work Order value
Fees payable at every stage (within 30 days of valid invoice)	80% of Fees for the stage depending on activity completion- Breakup of 80% below	80% of Fees for the stage depending on activity completion
	Masterplan and Conceptual Design Stage	
	10%	
	Schematic Stage	
	30%	
	Detailed Design	20%
	20%	
	Construction Documentation	20%
	20%	
Balance, if any (After certificate of completion)	10%, after completion of all work and acceptance of deliverables of Client.	10%, after completion of all work and acceptance of deliverables of Client.

- 8.3. The payment of Fees to be made to the Consultant shall be made upon completion of Services as per the Service Order for a particular location.
- 8.4. All such payments shall be subject to deduction of applicable taxes, penalties and recoveries, if any.
- 8.5. 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.
- 8.6. Penalty shall be imposed for delay in completing the scope of work from agreed timelines:
- (a) Delay of up to 1week: 2% of the Service Order value
 - (b) Delay of up to 2week: 5% of the Service Order value
 - (c) Delay of more than 2 weeks: 10% of the Service Order value

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.

8.7 ACCF reserves the right to change the above Payment terms & penalty at the time of request of Technical & Financial offers from empanelled agencies.

9. **Performance Bank Guarantee:** The Consultant shall provide Performance Bank Guarantee for 10% of the Service Order value. The performance bank guarantee shall be valid until 60 days from the date of completion of Service with respect to the Service Order.

10. Representation and Warranties

- 10.1. There shall be customary representations and warranties applicable to transactions of this nature.

11. Obligations of Client

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

12. Indemnity

- 12.1. 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.

13. Compliance with codes and authority requirements:

- 13.1. The Consultant guarantees that the services as specified/described under the scope of Services for the Consultant or Service Order, 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.
- 13.2. The Consultant shall be liable to the Client for the performance of Services in accordance with the provision of empanelment or Service Order and for the loss suffered by Client as a result of default / negligence / error of the Consultant in such performance
- 13.3. Professional Indemnity Insurance: The Consultant shall take appropriate insurance cover for Professional Indemnity Insurance at 110% of the advance amount provided to the Consultant.. The Professional Indemnity shall be valid from the effective date until 30 days from the date of completion of the Consultancy Services.

14. Regulatory and Compliance Standards:

- 14.1. 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.

15. Acceptance of Deliverables

- 15.1. 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.

16. Rights in Products / Service outcome

- 16.1. The Consultant acknowledges that the Client shall retain all title to and all rights in any intellectual property provided by the Client to the Consultant under this Contract. In addition, the Consultant acknowledges that during the course of providing services to the Client it has transferred all of its right, title and interest in and to all data, information, designs, know-how, software, inventions and other material and intellectual property developed or prepared by the Consultant in the course of, or resulting from, the performance of such services, and/or incorporated or included in the Deliverables which may have been used for or in relation to such services shall vest in the Client or such party as the Client may designate. To the extent that title to any such assignment may not, by operation of law, vest in the Client all rights, title and interest therein are hereby irrevocably assigned by the Consultant to the Client. The Consultant shall make full and prompt disclosure and deliver all such assignment to The Client.
- 16.2. The Consultant hereby grants to the Client a royalty-free, non-exclusive, worldwide, irrevocable, transferable license to all intellectual property not first developed by the Consultant in the course of, or resulting from, the performance of the work, but which is incorporated in any Deliverable provided by the Consultant to the Client hereunder. The Consultant shall notify the Client promptly in writing in the event the Consultant determines it will so incorporate any material not first developed by the Consultant hereunder, and warrants that it will not incorporate any third party material in any Deliverable without the prior written consent of the Client.

17. Insurance

- 17.1. 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.

18. Confidentiality:

- 18.1. The Consultant shall retain in confidence and shall not, without the prior written consent of Client, disclose in any manner or use, except in the performance of its services under this Contract, any materials disclosed to the Consultant by the Client or developed by the Consultant for the Client, including information of the Client or partners or affiliates and all Work Product and Prior Work Product (collectively "Confidential Information").
- 18.2. The restrictions herein shall impose no obligation upon the Consultant with respect to any Confidential Information: (a) in the public domain at the time received by the Consultant; (b) which enters the public domain other than by breach of the Consultant's obligations hereunder; (c) known to the Consultant prior to receipt from the Client; (d) received by the Consultant from a third party if such third party has the right to make such disclosure; or (e) independently developed by the Consultant without access to Confidential Information.

19. Assignment:

- 19.1. 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.
- 19.2. 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

20. Law and Jurisdiction:

- 20.1. 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. 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.
- 20.2. 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.
- 20.3. 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.

21. Amendments

- 21.1. 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.

22. Force Majeure

- 22.1. 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).

23. 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 or Service Order issued to the Consultant, the Consultant shall perform the Consultancy Services or such other activities to complete the scope of Consultancy Services or Service Order 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 services” and not a “contract of services” 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]