



मिरा भाईंदर महानगरपालिका

स्व. इंदिरा गांधी भवन, मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.), ता.ठाणे-४०११०१ दुरध्वनी क्र.२८१९२८२८
// बांधकाम/ विद्युत विभाग //



जा.क्र. मनपा/साबां/वि/कायो/ ७६ /२०२५-२६

दिनांक :- २४/०७/२०२५

// कार्यदेश //

प्रति,

मे. एकेए कन्सल्टंट्स (इंडिया) प्रा.लि.
८ एस.बी.आय ऑफिसर कॉलनी जवळ,
बिमा नगर, इंदौर (एम.पी)

विषय :- निविदा मंजूरीबाबत. (टेंडर आयडी 1167043_1)

- संदर्भ :-**
- १) मा. आयुक्त यांची दि.०८/०७/२०२४ ची प्रशासकिय मंजूरी.
 - २) दि.०३/०४/२०२५ ची निविदा.
 - ३) मा. आयुक्त यांची दि.१२/०५/२०२५ ची मंजूरी.
 - ४) प्रशासकीय ठराव दि.१३/०५/२०२५ ठराव क्र.६७ नुसार निविदा मंजूरी.
 - ५) जा.क्र.मनपा/साबां/१३०७/२०२५-२६ दि.१६/०५/२०२५ चे पत्र.
 - ६) मुद्रांक शुल्क रु.५००/- स्टॅम्प पेपर दि.१५/०७/२०२५ रोजीचा करारनामा.

दि.२९/०३/२०२५ रोजीच्या दै. महाराष्ट्र सम्राट, साप्ता. सुरज प्रकाश वृत्तपत्रात व ई-टेंडरींग पद्धतीने प्रसिध्द झालेल्या जाहिर निविदा सुचनेनुसार **Appointment of Hospital Planning, Designing and Management Consultant for Mira Bhaindar Municipal Corporation (MBMC). (Empanel)**

Sr. No.	Description of Items		% of fees
			Building Work
PART - 01			
A.	Preparation of detailed estimate as per DSR/ Rate approved by competent Authority & take Technical sanction of appropriate authority Taking sanctioned of competent authority of tender if required correspondence and pursue to obtain Loan proposal. Making Tender document as per sanctioned estimate. Giving opinion regards to obtaining rate by contractor.		0.5
B.	Surveying and Giving line out on site of work & supervisory control on works, Functioning as Project Management Hospital CONSULTANT & technical auditor of “MBMC” for project execution, correspondence with agencies for works, taking measurements of works and submitting same to MBMC & giving completion to work.		1.5
PART - 02			
C.	Preparation of Detail Plan including Site survey, site plan etc. obtaining approval to plan from concerned competent Authority if required.		1
D.	Preparation of Structural design, RCC drawing, proof check to design from government recognized institute if required, giving stability/ RCC Certificate of Structure etc.		0.75
E.	Preparation of Technical & Commercial Feasibility Report for Road Project	Fees in % on project cost	NA
E.1	Preliminary Survey, Quantifying the vehicular, Approximate report on future traffic, Providing substitute on development options, Estimated Cost, Land Acquisition, compensations & transit, Impact of project on public harmony, etc.		NA
E.2	Preparation of Technical & Commercial Feasibility for Building Project	One time Pay	0.5
E.3	Preliminary Survey, Feasibility on construction area, Availability of Fund, Estimated project Cost, other development options, land acquisition, Compensation & Transit, Impact of project on public harmony, etc.		1
E.4	Preparation of Engineering Report of Project.	Fees in % on project cost	0.5

E.4.1	Road Project: Survey, inspection, detailed report on traffic vehicular, quantifying the vehicles, Excel Load, turns, curves, Intersection Counts, Loss of Revenue on Local Component, Geographical and Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony.		NA
E.4.2	Building Project: Surveying, Architectural Planning & design, Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony		1.2
F.	Presentation work:		
F.1.	Perspective View:- (07 Nos.) Providing/designing of Perspective View of Size:-450mm x 300mm, etc.		50,000
F.2.	3 D Model:- (Physically) designing and making of 3D models		1.00 lac To 8.00 lac
F.3.	Presentation:- Design/Drafting and presenting of presentation.		1.5 lac

सदरचे काम पॅनलद्वारे करावयाचे असुन आपण सादर केलेली वरील दराची निविदा करारनामा व निविदा फॉर्म मधील अटीशर्तीनुसार मंजूर करण्यात येत आहे. सदर कामाची मुदत ही ०२ वर्ष राहील.


 कार्यकारी अभियंता (साबां/वि)
 मिरा-भाईंदर महानगरपालिका

प्रत कार्यवाहीकरीता
 श्री. यतिन जाधव — उपअभियंता

Name & Address

**:- M/s. AKA Consultants (India) Pvt Ltd.
8 SBI officers colony,
Bima Nagar, Nr. Anand Bazaar,
Indore – 452 001, MP**

Name of Work

**:- Expression Of Interest (EOI) Appointment of
Hospital Planning, Designing and
Management consultant for Mira Bhaindar
Municipal Corporation (MBMC)**

Work Period

:- 24 Months



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महाराष्ट्र MAHARASHTRA

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DK 639985

अनु.क. 48819 दि. 20/05/25 मूलकम 500/-

दस्तावा प्रकार Agreement

दस्त नोंदणी करणार आहेत का ? होय / नाही

मिलकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव AKA Consultant India Pvt. Ltd.

पत्ता Bima Nagar Indore - 452001

दुसऱ्या पक्षकाराचे नांव Mira Bhaindar Municipal Corporation

हस्ते व्यक्तीचे नांव व पत्ता Nithin pune-15

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचा कारणासाठी

मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

ND.

AGREEMENT

Licence No. 2201092

मुद्रांक विकत घेणाऱ्याची सही



Expression Of Interest (EOI) Appointment of Hospital Planning, Designing and Management consultant for Mira Bhaindar Municipal Corporation (MBMC)

This agreement ("Contract") is entered into on this 15th day of July, 2025 Between Mira Bhaindar Municipal Corporation, Maharashtra state acting through the Executive Engineer, Public Work Department (hereinafter referred to as "Corporation" which expression shall unless repugnant to the context or meaning hereof mean and include its successors of assign) of the First Part: and M/s. AKA Consultants (India) Pvt Ltd., having its registered office at 8 SBI officers colony, Bima Nagar, Nr. Anand Bazaar, Indore - 452 001, MP, acting through its authorized representative (hereinafter referred to as "Hospital CONSULTANT" which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part:



WHEREAS, The Municipal Corporation being urban local body are diverted with various responsibilities for providing different types of public facilities and for any infrastructure development such as Concrete Roads, Pavements, Drains, Public Buildings, Garden/Parks, Interior Work, etc.

WHEREAS, The Corporation intends to engage Architect/Hospital CONSULTANT for project management consultancy services for the above mentioned public facilities for period of 2 year

WHEREAS, 'The Hospital CONSULTANT ' has responded to the said tender notice and submitted their online offer with the Corporation. The HOSPITAL CONSULTANT , having represented to the "Corporation" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for proposal dated issued by the Corporation:

WHEREAS, 'The Corporation' has invited vide Tender no.MBMC/PWD/Tenders/157/2025-26 & Tender ID 1167043_1 for the above referred work from qualified Architect registered with appropriate authority competent to contract under the Indian contract Act, 1956 and eligibility as per the terms and conditions prescribed therein. In response thereto, the CORPORATION received proposals from several bidders including the Hospital CONSULTANT for consultancy services.

WHEREAS, The Corporation has accepted the Hospital CONSULTANT 's offer and decided to allot the work to the Hospital CONSULTANT sanctioned by administrator vide Resolution No. 29 dated 18/07/2024 .

WHEREAS, 'The Corporation' has issued acceptance letter bearing no. MBMC/PWD/1307/2025-26 dated 16/05/2025.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1: Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

"Approval" shall mean written or verbal instructions, directions and consent provided by Competent authorities of Corporation from time-to-time relating to the Project.

"Agreement" or **"Contract"** shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.



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"Consortium" shall mean the consortium led by the HOSPITAL CONSULTANT during the RFP process.

"Hospital CONSULTANT" means any HOSPITAL CONSULTANT of agencies appointed by Engineer-in-Charge for carrying out construction of or supply of the Project.

"Core Group" Means the group constituted by Corporation comprising senior officials of associated departments/agencies for discussions and providing prompt clearances for utility. Diversion/traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.

"Detailed Estimated Cost" shall mean the cost estimate based on the detailed design drawings.

"Corporation" means the Commissioner of Mira Bhaindar Municipal Corporation.

"Engineer-in-Charge" shall mean representative of Public Work Department for Mira Bhaindar Municipal Corporation or any equivalent Officer appointed by the Corporation.

"Executive Engineer" means the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation.

"Liquidated Damages (LD)": To settle the issue of payment in case of default or otherwise on account of termination of the project.

"Month" shall mean calendar month.

"Project" shall mean Providing Consultancy Services for existing drafting of Project Report, Planning & Designing, Estimation & Costing, Supervision of Work for Concrete Road, Pavements, Drains, Buildings, Interior Work, statues, Garden & Landscape work and any other work under Public Works Department in Mira Bhaindar Municipal Corporation, Maharashtra.

"Project Contract" shall mean any/all contract(S) to be entered into by the Corporation with the Contractors.

"Site" shall mean the land and other areas required for execution of the Project.

"Lead Partner" Shall mean the member of the consortium duly nominated/authorized by all members of consortium as a lead partner.

Article 2: Scope of Services

2.1 Subject to the provisions of this Contract HOSPITAL CONSULTANT shall be responsible for discharging the following Scope of Services.

1. BACKGROUND:

1.1 As fast developing municipal territories many public welfare work has been



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proposed in coming time in Mira Bhaindar Municipal Corporation Area.

- 1.2 As being facing short of Technical staff in Mira Bhaindar Municipal Corporation, need of Empanelment of Technical Hospital CONSULTANT s/ Architectural Hospital CONSULTANT s to assist in the task of drafting of Project Report, Planning & Designing, Estimation & Costing, Supervision of Work for Concrete Road, Pavements, Drains, Buildings, Interior Work, statues, Garden & Landscape work and any other work under Public Works Department in Mira Bhaindar Municipal Corporation, Maharashtra.

2. OBJECTIVES OF THE ASSIGNMENT:

The **Hospital CONSULTANT** shall accommodate and plan/ design/ coordinate his activities considering the already constricted (Civil Work) building. In view of these things, the objectives of the assignment in brief are as below

- i) To Develop the buildings, concrete road, Garden & Landscapes, Drains, Pavements, Interior Work, Statues, etc. for quality work and Durability and feasible to use of public.
- ii) Best industry practices leading to accreditation, stipulation of minimum standards & benchmarks.
- iii) Transparent & international benchmark processed; synergy in procurement, construction, commissioning and optimization of time, cost and quality.

3. SCOPE OF SERVICES OF THE HOSPITAL CONSULTANT :

The Hospital CONSULTANT will perform the following Services for the Project under this Agreement as described below:

From design, to actual execution, supervision, equipment planning, training and commissioning.

The Hospital CONSULTANT will give the Mission and Vision Document to guide all current and future works.

"No separate fee shall be paid to the Hospital CONSULTANT for hiring consultancy services if any, for any of the services required for execution of the project"

- The scope of work for the selected Hospital CONSULTANT includes, but not limited to



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1. Extending strategic advisory for existing and upcoming hospital projects
2. Providing inputs in developing architectural designs for hospital buildings as per industries best practices (IPHS, NABH, etc)
3. Conducting Hospital design reviews and co-ordination / meetings with end user and hospital incharge.
4. Providing inputs on medical equipment planning and procurement.
5. Advising on healthcare facility management best practices.
6. Ensuring compliance with regulatory standards and guidelines.
7. Support in Bid management & evaluation process
8. Developing strategies for continuous quality improvement in healthcare service delivery.
9. Providing advice on legal compliances and licenses.

3.1 COMPREHENSIVE BUILDING DESIGN SERVICES:

The HOSPITAL CONSULTANT shall provide comprehensive services broadly described hereinafter:

3.1.1 Conceptual design stage

The HOSPITAL CONSULTANT shall-

- (i) Be Responsible for developing the Design Brief Details, Planning, scheduling, monitoring, Estimation & Costing quantifying the Quantities up to Close out of the Project.
- (ii) Develop a phased roadmap for integration of the whole Project.
- (iii) Develop Integral Plan acceptable to Employer/ User department.
- (iv) Interact with Employer/ User Department, modify the concept design, if required, incorporating necessary changes and submit revised/ modified design with reference to the requirements given, providing details of useful area, circulation area, services and broad specification etc.
- (V) Obtaining approval of final Concept Plan from Competent Authority.
- (vi) Propose methodology for execution of work having regard to various facilities already operating at site.
- (Vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Engineer In- Charge.
- (Viii) All concerned experts in all fields (viz. Civil Engineering Hospital CONSULTANT s, Architectural, Hospital CONSULTANT s etc.) shall remain present at every stage during finalization of conceptual design.

1.1.2. Preliminary Drawings/ Design Stage:

The HOSPITAL CONSULTANT SHALL



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- (i) Arrange clearance certificates (MPCB/ CPCB/ Environment/Forest Department, Salt Department, Local Authority, etc.) from the concerned authorities as per requirement. The fee for such clearance will be borne by the Employer.
- (ii) Prepare report on site evaluation.
- (iii) Carry out detailed investigations necessary for facilitating design of various structures/ Services.
- (iv) Conduct detailed survey of the project site by arranging visit to the site.
- (V) Carry out surveys of all existing services in site area.
- (Vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (Vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (Viii) Suitably modify the preliminary drawings, designs, etc as discussed with Employer.
- (ix) Prepare detail estimates and obtain Technical sanction of Competent authority as per PWD/ MBMC norms based on schedules of rates and get them sanctioned from Competent Authority.
- (x) Submit drawings to local bodies, etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.
- (xi) Obtaining approval of Competent Authority with regards to various specifications & finishes to be provided in the proposed Projects
- (xii) Proof checking/ vetting of Architectural drawings of all projects shall be got done through HOSPITAL CONSULTANT Selection Committee (ITC 13.2)
- (xiii) Obtain the necessary permission from Competent authority/ Local authority including fire fighting, arrange water supply connection, Drainage connection, Electrical Connections, and other necessary approvals, NOCs and permissions required for the Project at any stage of the project. The fee for such Clearances shall be by the Employer.
- (xiv) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Engineer in- Charge.

3.2 BID PROCESS MANAGEMENT

- (i) Assisting Engineer- in- Charge to decide post qualification criteria of contractors.



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- (ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. and get approvals to them competent Authorities.
- (iii) The Engineer-in-Charge will invite in standard B1 format of percentage rate tender through wide publicity in national level newspapers ensuring competitiveness on addition to placing Tender on the website.
- (iv) The Competent Authority of Employer shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Engineer-in-Charge with the help of HOSPITAL CONSULTANT and, the same shall be issued to the intending tenderers with due approval from Competent Authority. The clarifications issued shall be a part of the main Contract document for the work.
- (V) The Competent Authority of Employer shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Engineer-in-Charge shall thereafter issue Letter of Acceptance to the selected Contractors and take further necessary actions in accordance with the tender conditions.
- (Vi) It shall be the duty and responsibility of the Competent Authority regarding acceptance or rejection of the tenders received. The competent Authority shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Competent Authority shall be final and binding on all the parties.
- (Vii) The Engineer-in-Charge, Public Work Department, Mira Bhaingar Municipal Corporation, in format prescribed in the tender document on a stamp paper of appropriate denomination.
- (Viii) The Government/ Employer in its sole discretion, at this stage, may augment/ diminish the Scope of work or cause to take some part of the Project in later stage.
- (ix) The Government/ Employer in its sole discretion, shall get the Project completed and / or services delivered through different Hospital CONSULTANT / Agency from this stage onwards i.e., from the stage of preparation of Draft Tender Papers (DTP).

3.3 EXECUTION STAGE ACTIVITIES

3.3.1. Execution & Commissioning

HOSPITAL CONSULTANT through Engineer-in-Charge shall be responsible for



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executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the Engineer-in-Charge shall engage various contractors and suppliers and enter into Projects Contracts with such contractors and suppliers. The HOSPITAL CONSULTANT shall be responsible to assist Engineer-in-/charge for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/ condition to the Employer.

3.3.2. Supervision

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and/ or issue of drawings with the help of Engineer-in-charge.
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control/ quality assurance engineer at site of work for all engineering and construction activities.
- (iv) Review Contractors work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (V) Review and approve the construction methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (Vi) Regular monitoring of the installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (Vii) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Engineer-in-Charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (Viii) Interpretation of the technical specifications and Contract documents, wherever required.
- (ix) Inspect the work at substantial completion before taking over and



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indicate to Engineer-in-charge any outstanding work to be carried out by the Contractor.

- (x) Assist Engineer-in-Charge to carry out all functions of as stipulated in the Contracts executed with the Contractors or any other HOSPITAL CONSULTANT engaged for the execution of the Project.
- (xi) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xii) The CONTRACTOR shall develop a project schedule, project and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xiii) The Employer shall have the right to get the inspection of the work executed through his representatives for quality and quality check.

3.3.3 Progress of Works

- (i) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (ii) HOSPITAL CONSULTANT shall take corrective measures with respect to items executed in non-conformity to the standards as laid down in document
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and assist Employer to and initiate early actions with regard to the delays in the execution of works. HOSPITAL CONSULTANT shall explain in the monthly progress and special reports the reasons for delays and explain the action to be taken/ already taken to correct the situation. All reports prepared by the HOSPITAL CONSULTANT shall be objective and shall substantiate any event/ recommendation with factual date and information. The progress Reports shall contain the pertinent data indication the comparison between the projected and the actual work done.
- (V) Submit method statement of the work indication timelines for award of various sub works

3.3.4 Measurement of works and Payment

- a. Measurement of works shall be made and payment will be as per PWD /MBMC Norms.
- b. Scrutinize and recommend suitable action on the claims raised by the Contractor, if any,
- c. Prepare and submit a detailed statement of closure report of the Project on



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its completion.

3.4 COMPLETION CERTIFICATE

- (i) HOSPITAL CONSULTANT will prepare and recommend the Completion Certificate to the Engineer-in-Charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.
- (ii) HOSPITAL CONSULTANT shall submit and procure completion plans to local bodies like Municipal Corporation / Fire/ MPCB/ CPCB, etc, for obtaining completion certificate. Similarly, fitness certificates for operating all Project systems shall be obtained by HOSPITAL CONSULTANT .

3.5 MAINTENANCE SCHEDULE:

- (i) HOSPITAL CONSULTANT will assist Engineer-in-Charge to ensure AMC/ CMC for all equipment /machinery/ Children play equipment in Garden, pump, fountains if any.
- (ii) Final measurement sheets shall be prepared for all works carrying up maintenance work.

3.6 MONITORING & REPORTING

- (i) The HOSPITAL CONSULTANT shall employ modern/ latest and effective monitoring of the entire project at all stages.
- (ii) The HOSPITAL CONSULTANT will provide regular reports to the Engineer-in-Charge on physical and financial progress of the project and such other aspect in the format required by Employer.
- (iii) The HOSPITAL CONSULTANT will develop suitable systems, processes and management systems for operating all facilities to the desired standards.
- (iv) The HOSPITAL CONSULTANT including its concerned Personnel shall interact with Engineer-in-Charge/ Deputy Engineer during their visit to the Project Site. A register shall be maintained for the same.
- (V) The HOSPITAL CONSULTANT including its concerned staff shall be present for the Monthly/ Weekly meeting (or any other meeting with regards to the Project), held on the Sit/ Head office/ any Venue as decided by Employer/ Engineer-in-Charge. The HOSPITAL CONSULTANT shall submit a report of the said meeting to the Engineer-in-Charge, clearly mentioning the actions taken on the instructions given by the Employer/ Engineer-in-Charge/ or any representative of the Engineer-in-Charge.
- (Vi) The Employer/ Engineer-in-Charge may at any time, call to be present any Personnel form the HOSPITAL CONSULTANT on the Site/Head Office/ any Venue as decided by the Employer /Engineer-in-Charge, as and when



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required with prior communication.

3.7 SERVICES DURING DEFECT LIABILITY PERIOD

- a) During the First 6 Months after completion:
 - (i) The HOSPITAL CONSULTANT will act as a facilitator and a Liaisoning agent in providing the necessary services as per requirement and fully resolve the issues raised by the user department with respect to the Project.
 - (ii) The HOSPITAL CONSULTANT shall establish a team to provide the above services. They should possess in it Civil and Electrical, Plumbing expert and any other Expert Personnel as and when required.
 - (iii) The HOSPITAL CONSULTANT s shall participate in the joint inspection of the work which shall be carried out every month by the Employers and the contractors representatives. After the inspections the Hospital CONSULTANT s shall submit a report (in Six copies) to Engineer-in-charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

a. From 6th Month to the First year after completion:

The HOSPITAL CONSULTANT shall participate in the joint inspection of the work which shall be carried out every month by the Employers and the contractors representatives.

b. During the second and remaining period after completion:

Services as detailed above shall be provided by the Hospital CONSULTANT s, the frequency of inspections shall be done every Three months.

3.8 REPORTS DURING SUPERVISION OF CONTRACT:

The Hospital CONSULTANT will submit to the Engineer-in-charge the following report:

- a) The Hospital CONSULTANT would give detailed program of completion of each of the activity for which the Hospital CONSULTANT is responsible. The program may be prepared in the form of Bar Chart (CPM/ PERT charts or any latest technique) which can be updated with the help of available computer packages.
- b) Monthly Progress report due within the 5th day of each calendar month.
- c) Minutes of regular management meeting with contractor.
- d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial Progress of work. The QPRs will also provide detailed information on the status of application for reimbursement and of disbursement of the loan



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proceeds and a critical assessment and discussion of issues.

- e) a) A Completion report, two months ahead of the actual end of the assignment, in the scope and format required by Employer as follows:

1. Final Report in hardbound copies.
2. All working drawings prepared in the four Chapters with tracing down.
3. Important data / e-format stored in computer
4. Any other dealing with the services as requested by the Employer.

4. DELIVERABLES AND TIMELINES:

Stage	Duration
Preliminary Drawing/ Design (Detailed Design to proceed concurrently) and approval from Competent Authorities.	1 Month
Bid Process Management	1 Months
Execution, Procurement of building, side development and interior works(Processed to run concurrently to the extent feasible)	Will be decided as per work status, after Hospital CONSULTANT s report submission
Defect Liability Period	24 Months/Job

Article 3: Obligations of HOSPITAL CONSULTANT

3.1 Standard of Performance

The HOSPITAL CONSULTANT shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be deployed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project The HOSPITAL CONSULTANT further covenants with Corporation to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by a HOSPITAL CONSULTANT of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Corporation at all times through efficient business administration, management and construction management services.

3.2 Standard of Care

HOSPITAL CONSULTANT acknowledges the relationship of trust and confidence established between the CONSULTANT and Corporation by this Agreement. Accordingly, the HOSPITAL CONSULTANT's act shall be consistent with this relationship. The

HOSPITAL CONSULTANT shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Corporation, The HOSPITAL CONSULTANT shall at all times support and safeguard Corporation legitimate interests in any dealings with the Contractor of other third parties.

3.3 Personnel, Sub-Agencies and Consortium Members

3.3.1 The HOSPITAL CONSULTANT shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The HOSPITAL CONSULTANT shall employ, in connection with the Project, only such personnel as are acceptable to Corporation. If required, the HOSPITAL CONSULTANT shall submit to Corporation for written approval the biographical data of all such personnel. If Corporation does not object in written (stating the reasons for the objection) within thirty (30) Calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Corporation. The HOSPITAL CONSULTANT shall make changes in its personnel only with the advance, written permission of Corporation which shall not be unreasonably withheld. Corporation may required the HOSPITAL CONSULTANT to remove from the work/Project any of its approved personnel to which Corporation develops reasonable objection and thereupon the HOSPITAL CONSULTANT shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Corporation such replaced person to be inducted only after written approval by Corporation. If Corporation (i) finds that any of the HOSPITAL CONSULTANT s personnel has committed serious misconduct or has been charged with having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the HOSPITAL CONSULTANT shall, at Corporation written request specifying the grounds therefore, forthwith provide as a replacement person with qualifications and experience acceptable to Corporation.

3.3.2 The HOSPITAL CONSULTANT shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to RFP. The HOSPITAL CONSULTANT shall not change its sub-agencies or Consortium Member who were evaluated during the RFP process. The engagement of any Sub-Hospital CONSULTANT by the HOSPITAL CONSULTANT shall not relieve the HOSPITAL CONSULTANT of any of its obligations under this Agreement.

3.4 Adherence to Law

The HOSPITAL CONSULTANT shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc. and shall also ensure that any sub-agencies, as well as any personnel of the HOSPITAL CONSULTANT and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

3.5 HOSPITAL CONSULTANT not to Benefit from Commissions Discounts, Etc.

The remuneration of the HOSPITAL CONSULTANT pursuant to Article 5 of this Agreement shall constitute that the HOSPITAL CONSULTANT shall not accept for its



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own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the HOSPITAL CONSULTANT shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration. The HOSPITAL CONSULTANT shall at all times perform its responsibilities hereunder in the best interest of Corporation. Any discounts or commissions obtained by the HOSPITAL CONSULTANT in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Corporation.

3.6 Liability and Insurance:

- a) The Hospital CONSULTANT shall only be liable to pay compensation to the Corporation arising out of or in connection with the Agreement if a breach of **Articles 3.1, 3.2, 3.3, 3.4, 3.5** above is established against him.
- b) **Compensation:** If it is considered that the Hospital CONSULTANT is liable to the Corporation, compensation shall be payable only on the following terms:
 - i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
 - ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 3.6.1(d) below.
- i) If Hospital CONSULTANT is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.
- a) **Duration of Liability:** The Hospital CONSULTANT shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims/ court cases are settled whichever is later.
- b) **Limit of Compensation (Limitation of the Hospital CONSULTANT s liability towards the Corporation):**
 - A) In case of gross negligence of wilful misconduct on the part of Hospital CONSULTANT s or on the part of any person or firm acting on behalf of the Hospital CONSULTANT s in carrying out the services, the Hospital CONSULTANT with respect to damage caused by the Hospital CONSULTANT s to the Corporation property, shall be liable to the Corporation for any direct or consequential loss or damages to the extent as below:

3.6.2 Insurance and other liabilities to be taken out by the HOSPITAL CONSULTANT :

The HOSPITAL CONSULTANT shall:

- (i) Take out and maintain, and shall cause any Sub-Hospital CONSULTANT to take out and maintain at their (or the sub-HOSPITAL CONSULTANT s as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
 - a) Engineer-in-Charge liability and workers compensation insurance in respect of the personnel of the HOSPITAL CONSULTANT and of any sub HOSPITAL CONSULTANT , in accordance with relevant provisions of the applicable law, as well as, with respect to



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such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by HOSPITAL CONSULTANT ; and

- b) Insurance against other risks that HOSPITAL CONSULTANT may consider reasonably appropriate.
- (ii) At Engineer-in-Charge request, provide evidence to Engineer-in-charge showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.
- (iii) The corporation shall not have any liability in case of litigation/ loss or damage to any worker(s) employed by the HOSPITAL CONSULTANT or contractor during the execution of the project.

3.7 Inspection

The HOSPITAL CONSULTANT shall:

- (i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and details as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Corporation or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Corporation.

3.8 Reporting Obligations

The HOSPITAL CONSULTANT shall submit to Engineer-in-Charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as Engineer-in-Charge may reasonably require.

3.9 Copyright: Documents prepared by the HOSPITAL CONSULTANT shall be the property of Corporation.

All Plans, drawings, specifications, designs, reports, data and documents, etc. prepared by or through HOSPITAL CONSULTANT for Corporation under this agreement shall be intellectual property of Corporation and shall not be reproduced/ reused by CONSULTNAT without prior permission of Corporation. The HOSPITAL CONSULTANT shall, upon termination or expiration of this permission of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to Engineer-in-charge, together with a detailed inventory thereof.

3.10 HOSPITAL CONSULTANT will assist Engineer-in-charge to conduct the tender process (including but not limited to preparation of tender documents, approval from competent authorities, setting out post-qualification criteria, invite tenders, evaluate Proposals received) . Based on work requirements, Engineer-in-charge may decide to split the entire work in to more than one package.



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- 3.11 Engineer-in-charge shall provide necessary assistance to HOSPITAL CONSULTANT in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals/ clearances for the Project.
- 3.12 Assist Engineer-in-charge to take all necessary decisions as per the provisions of the Project Contract including approval of any variation/ deviation/ extra item of work/ change in scope of work/ extension of time/ price adjustment etc. for the smooth implementation of the project.
- 3.13 Assist Engineer-in-charge to Issue letter of award and to sign Project Contract with the Contractor.
- 3.14 Scrutinize and recommend Engineer-in-charge to approve the concept drawings including other submissions
- 3.15 On completion of the said works, HOSPITAL CONSULTANT will hand over the said works to Engineer-in-charge. For this purpose all documents required in the form of completion plans, services etc. shall be finalized / prepared by HOSPITAL CONSULTANT and handed over to Engineer-in-charge.
- 3.16 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. HOSPITAL CONSULTANT will assist Engineer-in-charge defend the arbitration proceedings as best as it can and challenge the same before court. For disputes attributable to HOSPITAL CONSULTANT no payment towards litigation expenses shall be made by Corporation.

3.17 Liquidated Damages

- (i) The HOSPITAL CONSULTANT shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.
- (ii) Notwithstanding anything to the contrary contained herein, case, the HOSPITAL CONSULTANT fails to successfully implement the project as per the provisions of the agreement, corporation shall have the right and be entitled to recover a sum equal to 10% of the Contract Value (as specified in Annexure-3, Part A), as liquidated damages from the HOSPITAL CONSULTANT. The Parties agree that this is a genuine pre-estimated loss that corporation would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of



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the HOSPITAL CONSULTANT s failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Engineer-in-charge under the agreement and applicable laws, including forfeiture of consultancy fee.

(iii) This limitation of liability shall not affect the Hospital CONSULTANT s liability, if any, for damage to third parties caused by the Hospital CONSULTANT s or any person or firm acting on behalf of the Hospital CONSULTANT s in carrying out the services.

Article 4: Obligations of Corporation

Engineer-in-charge agrees to provide all the requisite support to HOSPITAL CONSULTANT to enable carrying out the activities listed under the Scope of Services. Such support by Engineer-in-charge will include sharing of all the information, records, data, reports, all drawings of structures and utilities etc. prepared either by Engineer-in-charge, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Corporation manpower resources, whenever and wherever required and obtain/ accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services,

- 4.1 Handover the Project Site free from encumbrances including but not limited to have the site vacated from the users/ allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.2 For undertaking various surveys and studies, Corporation shall provide peaceful access to the Project Site and other facilities, etc which may be necessary for carrying out the scope of services.
- 4.3 Designate a representative who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Projects render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.4 Issue all appropriate necessary request/ letter/ instructions for effective and prompt sanctions, approvals, permission and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.5 HOSPITAL CONSULTANT shall scrutinize bills after due verification of measurements by junior Engineer, Deputy Engineer and Engineer-in-Charge for further payment.

Article 5: Fees for Services & Payment of taxes etc.



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5.1 In lieu of the Services rendered hereunder, Engineer-in-charge shall pay mutually agreed fees to the HOSPITAL CONSULTANT , as set out in the following table ("HOSPITAL CONSULTANT s Fee")

The fees of Hospital CONSULTANT is as below

Sr. No.	Description of Items		% of fees
			Building Work
PART - 01			
A.	Preparation of detailed estimate as per DSR/ Rate approved by competent Authority & take Technical sanction of appropriate authority Taking sanctioned of competent authority of tender if required correspondence and pursue to obtain Loan proposal. Making Tender document as per sanctioned estimate. Giving opinion regards to obtaining rate by contractor.		0.5
B.	Surveying and Giving line out on site of work & supervisory control on works, Functioning as Project Management Hospital CONSULTANT & technical auditor of "MBMC" for project execution, correspondence with agencies for works, taking measurements of works and submitting same to MBMC & giving completion to work.		1.5
PART - 02			
C.	Preparation of Detail Plan including Site survey, site plan etc. obtaining approval to plan from concerned competent Authority if required.		1
D.	Preparation of Structural design, RCC drawing, proof check to design from government recognized institute if required, giving stability/ RCC Certificate of Structure etc.		0.75
E.	Preparation of Technical & Commercial Feasibility Report for Road Project	Fees in % on project cost	NA
E.1	Preliminary Survey, Quantifying the vehicular, Approximate report on future traffic, Providing substitute on development options, Estimated Cost, Land Acquisition, compensations & transit, Impact of project on public harmony, etc.		NA
E.2	Preparation of Technical & Commercial Feasibility for Building Project	One time Pay	0.5
E.3	Preliminary Survey, Feasibility on construction area, Availability of Fund, Estimated project Cost, other development options, land acquisition, Compensation & Transit, Impact of project on public harmony, etc.		1
E.4	Preparation of Engineering Report of Project.	Fees in % on project cost	0.5
E.4.1	Road Project: Survey, inspection, detailed report on traffic vehicular, quantifying the vehicles, Excel Load, turns, curves, Intersection Counts, Loss of Revenue on Local Component, Geographical and Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony.		NA
E.4.2	Building Project: Surveying, Architectural Planning & design, Structural Planning & design, Estimation, proposal on Land Acquisition, Compensation & Transit, Impact of project on public harmony		1.2
F.	Presentation work:		
F.1.	Perspective View:- (07 Nos.) Providing/designing of Perspective View of Size:-450mm x 300mm, etc.		50,000
F.2.	3 D Model:- (Physically) designing and making of 3D models		1.00 lac To 8.00 lac



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F.3.	Presentation:- Design/Drafting and presenting of presentation.		1.5 lac
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- 5.2 Engineer-in-charge shall pay due fee to HOSPITAL CONSULTANT subject to the satisfactory completion of the allotted work covered by the bill.
- 5.3 All the applicable taxes shall be payable by the HOSPITAL CONSULTANT as per law unless otherwise specified.
- 5.4 All out of pocket expenses such as travel expenses/ commissions etc. shall be borne by the HOSPITAL CONSULTANT .
- 5.5 Payment shall be made to lead partner of the consortium after due verification by the Corporation Engineer-in-charge after deduction of taxes as applicable.
- 5.6 Any revision in the drawings, tenders and documents, once approved, required to be made by the Client shall be compensated as additional services rendered by the Architect and paid for @ 50% of the fee prescribed for the relevant stages (s).

Article 6: Effectiveness, Commencement, Expiry and Termination of the Agreement.

- 6.1 The HOSPITAL CONSULTANT shall make all reasonable efforts to have the Project implemented within the stipulated period from the date of issue of work order or the date on which the site is made available to HOSPITAL CONSULTANT free from all encumbrances, whichever is later. However, the HOSPITAL CONSULTANT shall not be held responsible for any delay in construction/ implementation of the Project, for reasons not exclusively attributable to the HOSPITAL CONSULTANT .
- 6.2 The services of Hospital CONSULTANT shall be available till the completion of defect liability period or the claims/ court cases are settled whichever is later.
- 6.3 The Hospital CONSULTANT will maintain the record of work till completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 6.4 The Hospital CONSULTANT will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by the Engineer-in-Charge.
- 6.5 If the HOSPITAL CONSULTANT fails to perform any of its obligations under this Contract, including carrying out of the Services, notice of suspension specifying (i) the nature of the failure and (ii) instructing the HOSPITAL CONSULTANT to remedy such failure/s within the period not exceeding thirty (30) days shall be issued by the Corporation. If HOSPITAL CONSULTANT fails to comply the instructions given as above Corporation shall, suspend all payments to the HOSPITAL CONSULTANT .
- 6.6 HOSPITAL CONSULTANT shall fulfill its obligations in accordance with this Agreement. Any unexcused delay by the HOSPITAL CONSULTANT liable to Termination of the Agreement: Provided that the Corporation may terminate this Agreement by giving



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written notice to the HOSPITAL CONSULTANT of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination: provided, however, that the HOSPITAL CONSULTANT may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Engineer-in-Charge if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by Engineer-in-Charge for cause as provided herein, the HOSPITAL CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter no compensation shall be payable by the Corporation to HOSPITAL CONSULTANT.

- 6.7 The HOSPITAL CONSULTANT shall submit a calendar/work chart for execution of the project in the DPR of approval by the Engineer-in-Charge (Mira Bhaindar Municipal Corporation)
- 6.8 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an HOSPITAL CONSULTANT shall be liable to the Corporation for any excess costs for such similar services, if any.
- 6.9 The Corporation may, be not less than (30) days written notice of termination to the Hospital CONSULTANT s, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause 6.9 terminate this Contract.
- (a) If the HOSPITAL CONSULTANT fail to remedy a failure in the performance of their obligations hereunder, within thirty days (30) of receipt of such notice of suspension or within such further period as the Corporation may have subsequently approved in writing:
 - (b) If the HOSPITAL CONSULTANT become (or, if the HOSPITAL CONSULTANT consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for agreements with their creditors for relief of debt or take advantage of any law for the benefit or debtors or go into liquidation or receivership whether compulsory or voluntary:
 - (c) Left Blank.
 - (d) If the HOSPITAL CONSULTANT submit to the Corporation a statement which has a material effect on the right, obligations or interest of the Corporation and which the HOSPITAL CONSULTANT know to be false;



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(e) If, as the result of Force Majeure pursuant to Article 12 below hereof, the CONSULTANT are unable to perform a material portion of the Services for a period of a not less than sixty (60) days:

(f) If the Corporation, in its sole discretion and for reason whatsoever, decides to terminate this Contract.

The HOSPITAL CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

Article 7: Dispute Resolution

7.1 In the event of any dispute of whatever nature howsoever arising or out of or 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 first settled at the level of Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules, etc. then in the force, the decision of the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation for the time being shall be final conclusive and binding on the HOSPITAL CONSULTANT upon all questions relating to the meaning of the conditions in the Proposal/ Contract, or relating to the contract, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of work, or the execution, or after the completion or abandonment thereof. The HOSPITAL CONSULTANT may within thirty days of receipt by him of the order (with respect to the dispute) passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. If the HOSPITAL CONSULTANT is not satisfied with the order passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation as aforesaid, the dispute may be referred to the court of law.

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



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Article 8: Exclusions, Waiver and Amendments, etc.

- 8.1 Nothing contained in this Agreement shall prevent HOSPITAL CONSULTANT to pursue their interests in other states as well as in Maharashtra and, for that purpose to enter into other partnerships and/or agreements for specific projects provided such partnerships and/or specific projects are not in conflict with the Project.
- 8.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be constructed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding subsequent breach of any such provision or other provision or other provision of the Agreement or as a waiver of any right under the Agreement.
- 8.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.
- 8.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 8.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 8.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 8.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 9: Confidentiality

- 9.1 Neither Party shall disclose any confidential or proprietary information as to the other Parties business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by HOSPITAL CONSULTANT and known-how (collectively, the "Confidential Information") and both Parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority.



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Article 10: Non Assign ability

10.1 Subject to the provisions of this Agreement, this Agreement is personal to the HOSPITAL CONSULTANT and shall not be capable of Assignment, except with the prior written consent of Engineer-in- charge The Assignment rights of the HOSPITAL CONSULTANT shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

Article 11: Governing Law

11.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in accordance with the laws of Indian and the Parties hereby submit it the exclusive jurisdiction of the Courts at Thane.

Article 12 Force Majeure

12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lighting, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attaches or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.

12.2 In the event of a Party (affected Part) not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event, such affected Part shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

12.3 If the affected Party has taken all necessary systems towards mitigating the effect of Force Majeure event, then:

1. The obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues:
2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance off the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's sub-Hospital CONSULTANT or agent or employees or, which a diligent Party could reasonably have been expected to:

- i) Take into account at the time of the conclusion of this Agreement and /or:
- ii) Avoid or overcome in the carrying out of its obligations hereunder.

Article 13: Representations and Warranties

13.1 representations and Warranties

Both the Parties this Agreement represent and warrant to each other that:

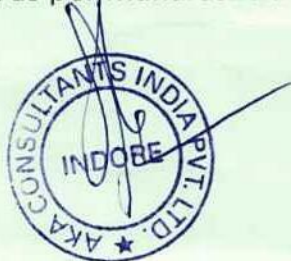


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- i) The Party is duly organized, validly existing and in good standing under the laws of India:
- ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby:
- iii) The Party has taken all necessary corporate and other action under Applicable Laws and constitutional documents to authorize the execution, delivery and performance of this Agreement;
- iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect:
- vi) The Party has no knowledge of any violation or default with respect to any order writ, injunction or any decree of any court or any legally binding order of any Government HOSPITAL CONSULTANT which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

Article 14: Indemnity

- 14.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying Party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract/ Project Contract, except to the extent that the same is attributable to a negligent or wilful act or omission of the party seeking to be indemnified.
- 14.2 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:
- 15. The tender document, any annexures thereto, any correspondence thereto shall be considered as part and parcel of this Agreement.
- 16. The Hospital CONSULTANT shall be responsible for the payment of requisite stamp duty on this Agreement as per Maharashtra Stamp Act.



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Municipal Commissioner / Executive Engineer

Mira Bhaindar Municipal Corporation

Address : Mira Bhaindar Municipal Corporation, Head Office, Indira Gandhi Bhavan,
Chhatrapati Shivaji Maharaj Marg, Bhaindar (W), Thane – 401101.

Email : mbmcpwd@gmail.com / pwd@mbmc.gov.in

M/s. AKA Consultants (India) Pvt Ltd.

Office Address : 8 SBI officers colony, Bima Nagar, Nr. Anand Bazaar, Indore – 452 001, MP,

Email : akakem@akaconsultants.in

IN WITNESS of which the parties have set their hand and sealed the day and year first above written.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF MIRA BHAINDAR MUNICIPAL CORPORATION.

Name : **Nitin Raghunath Mukane**
Designation : **Executive Engineer**

Signature 

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF M/s. AKA Consultants (India) Pvt Ltd.

Name : **Sudhir karde**
Designation : **Director**

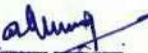
Signature 


City Engineer
Mira-Bhayandar Municipal Corporation


उपायुक्त (मु.)
मिरा भाईंदर महानगरपालिका



सन २०२५/२०२६ कारनामा नोंदवही
अनु क्र ९७ दि. १५/०७/२५ अन्वये
नोंद करणेत आली. (उपकुलपाने ९ ते २८)


महापालिका सचिव
मिरा भाईंदर महानगरपालिका

मिरा भाईंदर महानगरपालिका

विभागाचे नाव :- बांधकाम / विद्युत विभाग

कामाचे नाव :- Appointment of Hospital Planning, Designing and Management
Consultant for Mira Bhaindar Municipal Corporation (MBMC)

निविदा मंजूरी पत्र क्रमांक :- जा.क्र.मनपा/साबां/1307/2025-26 दि.16/05/2025

निविदा रक्कम :-

भरावयाचे मुद्रांक शुल्क :- रु.500/-

प्रत्यक्ष भरणा केलेले मुद्रांक शुल्क :- रु.500/-

प्रमाणित करण्यात येते की, वर नमुद माहिती योग्य असून, सदर कामी शासन दफ्तरी भरणा करावयाची मुद्रांक शुल्काची संपूर्ण रक्कम भरणा केलेली आहे. सदर कामी भरणा केलेल्या रकमेचे चलन दुबार वापरण्यात येणार नाही व सदर रक्कमेचा परतावा घेण्याचा आम्हास कोणताही अधिकार नाही आणि जर आम्ही सदरकामी भरणा केलेल्या मुद्रांक शुल्काची रक्कम परतावा म्हणून परस्पर काढून घेतल्यास, आम्ही मुद्रांक महसुल अधिनियमानुसार कायदेशीर / फौजदारी कारवाईस पात्र असणार आहोत.

ठेकेदाराचे नाव, स्वाक्षरी व शिक्का



कामाचे नाव :- Appointment of Hospital Planning, Designing and Management Consultant for Mira
Bhaindar Municipal Corporation (MBMC)

कंपनीचे नाव :- M/s. AKA Consultants (India) Pvt Ltd.

सदर कामाकरीता प्रथमतः रु.500/- स्टॅम्प ड्युटी भरणा केला आहे. परंतु सदरचे काम हे 02
वर्षे कालावधीकरीता असल्याने वेळावेळी केलेल्या कामाच्या रक्कमेवर नियमानुसार स्टॅम्प ड्युटी
रक्कमेचा भरणा करणेस आम्ही बांधील आहोत.



सल्लागाराचे नाव, स्वाक्षरी व शिक्का

