

Non Judicial



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Haryana Government



Date : 05/09/2022

Certificate No. G0E2022I527



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Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Incubis Consultants India pvt ltd
H.No/Floor : 804/806 Sector/Ward : 66 LandMark : Golf course extn road
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 99*****29



Buyer / Second Party Detail

Name : Heritage Hospitals Limited
H.No/Floor : Na Sector/Ward : Na LandMark : Hims campus bhadwar nh 2
City/Village: Varanasi District : Varanasi State : Up
Phone : 99*****29

Purpose : AGREEMENT FOR DESIGN AND CONSULTANCY SERVICES



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CONSULTANCY AGREEMENT

This Consultancy Agreement ("**Agreement**") is executed at Gurugram on September 05, 2022 by and between:

INCUBIS CONSULTANTS (INDIA) PRIVATE LIMITED, a company registered under the Companies Act, 1956 with its registered office at 319, Pocket C, Sarita Vihar, New Delhi – 110076 and Office & Studio at 804-806, Emaar Palm Square, Sector 66, Golf Course Extension Road, Gurugram 122002, Haryana, [PAN: AAACI6764Q] (hereinafter called "**Incubis**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assigns) of the **First Part**;

AND

HERITAGE HOSPITALS LIMITED, a company registered under the Companies Act, 1956 and existing under Companies Act, 2013, and having its registered office at B 27/5, Ramesh Nagar, Near Raja Garden, New Delhi, [PAN No. AAACH8678L] (hereinafter called "**HERITAGE HOSPITALS**" or "**Heritage Hospital**", which expressions shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators, Indian and overseas affiliates / subsidiaries and assigns) of the **Second Part**.



Incubis and the Heritage Hospital are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Heritage Hospital has acquired a healthcare facility at Sector – 119, Noida, UP where the existing building consists of 2 basements, ground plus 9 floors including 2 service floors with a built up area of approx. 66,000 sq. ft. ("**Project**"). The Heritage Hospital is keen to convert the facility into a centre of excellence with a warm, inviting feel having optimal use of space, high durability, as well as clinical hygiene of international standards. The Heritage Hospital is also keen to add one complete floor as per available FSI as well as some additional space on the terrace with a temporary / pre-engineered roof.
- B. Incubis offers to provide its full suite of Architecture, Planning, Interior Design, Coordination/Management of MEP Services & related services as outlined in the scope agreed herein and communicated from time to time by the Heritage Hospital (collectively "**Services**") so as to bring the Heritage Hospital's vision to life and create an innovative hospital that is functionally efficient and aesthetically compelling, at par with the best such hospitals, worldwide.
- C. Incubis has agreed to provide the said Services to the Heritage Hospital in accordance with the mutually agreed premises, scope, deliverables and framework defined herein.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREINBELOW FOR GOOD AND VALUABLE CONSIDERATION, (THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES HEREBY AGREE AND UNDERTAKE AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1. Incubis will appoint and manage Kitchen Consultants, Landscaping Consultant and other professionals required by the Heritage Hospital in order to execute the Project, and coordinate all key inputs and drawings and be the single point of contact. MEP Consultants will be appointed directly by Heritage Hospital, however, Incubis will manage and coordinate their services and inputs.

1.2. ARCHITECTURAL FAÇADE & INTERIOR DESIGN

- 1.2.1. Incubis shall appoint its Architect-on-Record and shall provide services in respect to the following scope of works and as determined during interactions, discussions and information exchanged with Heritage Hospital' management

- a. Façade Look & Feel upgrade derived from existing situation & constraints
- b. Interior Space planning, design and development as per revised allocation of spaces
- c. External development / Hardscape and Landscape to the extent feasible



Detailed brief of the scope of works are as mentioned below:

1.2.2. Concept Design Stage

- Collate design brief from the Heritage Hospital through multiple rounds of discussions with all relevant stakeholders.
- Review concept design to develop a design option based upon the brief and various other scenarios. All the design recommendations should generally be as per JCI /NBC/ IS Codes, NABH.
- Prepare a conceptual level design with 3 options for building façade and internal circulation plans
- Interior design, space planning and development with reference to interior spaces, area program and requirements.
- At the tender stage, submit item wise budgetary estimate in line with design brief along with list of tender packages & vendors capable to deliver quality of finishes & aesthetics envisaged.

1.2.3. Schematic Design Stage

- Prepare sketches for building options identifying principal design elements for discussion.
- The benefits and constraints for each option shall also be provided.
- Prepare & discuss the schematic design options and advice on relative merits of various options. Finalize scheme in discussion with the Heritage Hospital and prepare preliminary framing plans.
- Coordination and integration of design and details related to schematic Landscape with Architectural drawings.
- Conduct a 3D presentation for approval prior to tender documentation.
(A total of approx. 20 nos. rendered stills for interior / exterior areas will be presented during this phase)

1.2.4. Design Development & Tender documentation Stage

- Coordination with the other design consultants in updating design information as the architectural plans and elevations evolve.
- Integration of MEP design and details (HVAC/ Firefighting and Fire detection/Fire suppression / CCTV /security /plumbing, sanitary, water supplies, medical services, etc. as defined in finalized scope) with Architectural drawings
- Design of fixed items of works, interior-related civil works.
- Signage and way-finding design as per scope.
- False ceiling design and details.
- Flooring design and details.
- Wall finishes design and details.
- Indoor plants – locations only and recommendation of planter size and typology, if necessary
- Selection of materials, non-medical equipment, loose furniture and other interior related prefabricated elements.
- External development:
 - Planning of the open spaces with relation to main buildings.



- Boundary wall upgradation and entrance and exit details.
- Street furniture selection with Street lighting.
- Vehicular and pedestrian movement along with parking & driveways.
- Miscellaneous Aesthetic features as per approved concept.
- Integration of hardscape with location of plants / planters and site-level MEP.
- Material finishes and integration of entire campus with form.
- Effective storm water drainage, rain water harvesting system & lightning arrestors
- Irrigation system SLD – Heritage Hospital appointed Vendor to provide execution drawings and shop details for Incubis' review.
- Coordination and Integration of all Structural Engineering/MEP/HVAC base and details with architectural interior design drawings and details.
- Preparation of detailed BOQ (priced and with estimate for items in Incubis' scope only) and Tender documents in line with approved budget and design brief.

1.2.5. Construction documents

- Detailed specifications.
- Detailed Good for Construction drawings (G.F.C.) drawings and specifications for items /design-packages in Incubis' scope.
- Conduct monthly site visits and issue site visit report with rectifications / recommendations for site works. Additional visits may be made as and when deemed essential and as per availability of relevant personnel.
- Produce detailing options warranted or requested by Site / PMC.

1.2.6. Equipment planning and their locations will be well thought through and multiple rounds of interaction with the key stakeholders shall be done to understand the requirements to make this an outstanding Multi Specialty hospital. Moreover, COVID-19 era precautions and requirements including those for external screening, sanitization, local containment and zone segregation, air handling, etc. shall also be incorporated into the design. The detailed space allocation program and outline of facilities will be consistent with the design brief shared by the Heritage Hospital.

1.3. MEP SERVICES DESIGN

(Scope of specialised consultant appointed directly by Heritage Hospital & managed by Incubis on behalf of Heritage Hospital)

The MEP Design Consultants appointed by Heritage Hospital shall offer the following Engineering Services for Electrical System / High & Low Voltage System, IBMS, Plumbing and Fire Suppression, HVAC System, Lifts and Medical Gas Piping as per the schedule below – Incubis' scope will include coordination and integration of MEP and related inputs into the final GFC drawings

1.3.1. Electrical Design / High & Low Voltage Systems

- HT Switchyard
- Electrical installation, both Internal & External
- Sub-station



- DG Sets along with diesel storage
- Fire detection and alarm system
- Electronic & mechanical security and access control system
- Tele-communication and intercommunication system
- T.V. and cable distribution system
- Data & Voice System
- Lightning arrestors
- Miscellaneous Panels
- Elevators
- Nurse calling system
- UPS

1.3.2. Plumbing and Fire Suppression

- Plumbing Plant Room with Water Storage and Water Treatment System
- Water Supply System both for Hot & Cold
- Internal Plumbing
- External Sewerage System with Treatment plant
- Storm Water Drainage System
- Irrigation System
- Fire Fighting System i.e. Sprinkler System/ Ansul or eq. for Server Rooms, Critical IT / Electrical installations and Kitchen / BOH, as necessary
- Rainwater Harvesting
- Water Bodies & Fountain if applicable
- Solar Heating
- Basement drainage including sump, pumps, etc.

1.3.3. HVAC System

- Suggest most feasible and cost-effective solution, e.g. between Chiller & VRV
- Hot Water Piping / Boiler
- Evaporative Cooling system –as applicable
- Ventilation & Exhaust system in Basement
- Fresh-air system and Air purification for the entire facility
- Advanced air filtration for operation theatres and critical rooms / HEPA Filtration

1.3.4. Medical Services

- Medical gas pipe line
- Biomedical waste disposal space
- Modular operational theatres
- MGPS / CSSD – Vendor to provide execution drawings and shop details
However, Incubis will coordinate the drawings with ID and MEP

1.3.5. Lifts & Lobbies

1.4. Scope of Services

- #### 1.4.1. Provide Consultancy Services for Electrical installations, both internal & External HT Switchyard, Sub-station, DG Sets, Fire detection and alarm



system, Electronic security and access control system, Tele-communication and intercommunication system, Data & Voice System and Lightning arrestors

- 1.4.2. Water Supply System Cold & Hot, Internal Plumbing, External Sewerage System, Storm Water Drainage System, Garden Hydrant System, Fire Fighting System, i.e. Sprinkler System, Rainwater Harvesting, Pools, Water Bodies & Fountain, Solar Heating, Basement drainage
- 1.4.3. Design of Heating, Air Conditioning, Mechanical Ventilation and Evaporative Cooling System. Ventilation & Exhaust system in Basements, Plant Rooms, Kitchens & Toilets, etc.
- 1.4.4. Schematic Design of Medical Gas Pipe System by Heritage Hospital appointed vendor - review of Shop Drawings

1.5. Concept Design Stage

- 1.5.1. Identify requirement and integration with overall planning / architectural design concept
- 1.5.2. Identify major design constraints, if any
- 1.5.3. Provide space allocation as required for all MEP Services as per design requirement
- 1.5.4. Preparing preliminary drawings as per the requirements for local approvals from authorities wherever necessary and assist in obtaining approvals
- 1.5.5. Study the details for existing conditions of the site and all available plans etc. as given by the Heritage Hospital
- 1.5.6. Prepare Design Brief Report of each discipline for Conceptual design and budgetary cost estimate
- 1.5.7. Prepare of Submission Drawings after approval of the DBR by HERITAGE HOSPITALS

1.6. Schematic Design Stage

- 1.6.1. Provide Electrical load calculations, HVAC- Loads and Water requirements
- 1.6.2. Prepare preliminary drawings identifying the external and internal requirement for all Services

1.7. Design Development Stage

- 1.7.1. Prepare Detailed Design and tender Drawings including layout drawings incorporating key elements of the all Services
- 1.7.2. Provide Substation layout, HT & LT single line diagram, HT/LT panel room layout, electrical distribution system comprising of panels, distribution boards, bus-ducts, cables & cable trays layout, lighting with circuiting based on reflected ceiling plans and convenience power (common areas only), DG room layout along with panel details, earthing & lightning protection system
- 1.7.3. Provide Layout & schematics for Smoke Detection and Security system (for common areas only). In addition, planning of infrastructure requirements for Voice/Data systems
- 1.7.4. Design development for captive power generation (DG sets) and elevators



- 1.7.5. Prepare Plant Room Layout for Water Supply and Fire Suppression, SLDs internal layout, external layout, Fire Sprinkler Layout, Hydrant locations and External hydrants
- 1.7.6. Prepare System layout, Piping schematics, Indoor & Outdoor unit layout, air distribution system comprising of ducting grilles & diffusers based on reflected ceiling plans, piping and mechanical ventilation system layout
- 1.7.7. Prepare of coordinated services layout drawings based on other services
- 1.8. Tender Document Stage
 - 1.8.1. Prepare tender documents for all the services including special conditions of contract, specifications and detailed bill of quantities on the basis of design drawings
 - 1.8.2. Prepare detailed cost estimates on the basis of unit rates obtained in recently-invited similar tenders
 - 1.8.3. Participate in the pre-bid meetings to clarify all the technical queries raised by the bidders
 - 1.8.4. Prepare comparative statement of technical bids received and share recommendation for award of contracts
- 1.9. Tender Award Stage
 - 1.9.1. Assist the Heritage Hospital in the Award of Work and Selection of Sub-Contractor
 - 1.9.2. Prepare Detailed Drawings, whatever is necessary for execution of works
 - 1.9.3. Revise drawings as and when required, within the project period, to meet the Heritage Hospital's requirement
- 1.10. Construction Stage
 - 1.10.1. Verify contractor's shop drawings and recommendation for execution
 - 1.10.2. Attend Fortnightly Site Meetings as per Mutual Agreement and to assist the Heritage Hospital and their Site Staff in evaluating the quality of works
 - 1.10.3. Review process of testing and commissioning of each system, and joint certification of test report from all services contractors
- 1.11. Other Services & Periodic Site Visits
 - 1.11.1. Monthly /Periodic site-visits during the construction process in order to resolve design issues/ execution problems as per approved drawings / details and provide approvals of materials, samples or facilitate any other decision. At least 20 site visits will be made within a duration of 8 months as per progress of work at site.
 - 1.11.2. Renders for different spaces - A total of approx. 20 nos. rendered stills for interior / exterior areas will be presented during this phase
 - 1.11.3. Co-ordination with specialised Green Building Consultant appointed by the Heritage Hospital and providing then the desired information as and when required



- 1.11.4. Providing base drawings and design related data to liaison/ sanctioning architect appointed directly by the Heritage Hospital, in case fresh sanction drawings are required – Actual sanction drawings for submission and facilitation of statutory approvals will be done by the liaison/ sanctioning architect under the guidance of Incubis
- 1.11.5. Provide design related information and corresponding drawings to facilitate Occupancy certificate as well as consent to operate by the concerned statutory authority. All related liaison and coordination will be done directly by the Heritage Hospital / liaison consultants appointed by the Heritage Hospital
- 1.11.6. Lighting fixture layouts based on the approved conceptual intent will be done by Incubis and all lux calculations will be done by the MEP consultant appointed by Incubis – The same will also be validated via shop drawings provided by the approved lighting fixture suppliers via shop drawings they will need to submit before their orders for procurement are issued
- 1.11.7. Reasonable design and technical co-ordination with specialised agencies and consultants appointed directly by the Heritage Hospital for Site Survey & Digitizing of As-Built Drawings, NDT of the existing building and Structural Engineering. Incubis will keep such specialists and consultants apprised of the specific requirements of the project so that there is no delay in progress of Incubis' work.
- 1.11.8. Elevators & Dumb-waiter, if required, will be specified by Incubis
- 1.11.9. Fire and essential / statutory and all other required way-finding signage

The Parties agree that all other project participants and consultants shall remain fully responsible for the validity, technical accuracy, safety, reliability and completeness of their own / respective work.

2. SCHEDULING

- 2.1. Total design and execution duration for the Project is estimated at 12 to 18 months (approx.).
- 2.2. A detailed Time Schedule/ Gant chart shall be shared and agreed with the Heritage Hospital on start of the Project. This schedule will integrate with the Heritage Hospital's overall requirements and launch objectives. Incubis will aim to parallel process activities to the extent logical and feasible to achieve a compressed project schedule.

3. INFORMATION AND SUPPORT THAT WILL BE PROVIDED BY HERITAGE HOSPITAL

- Clear, consistent and detailed design brief for the project / Medical program – Essential vs. Desirable
- Detailed overall dimensioned survey of existing site and existing as-built situation
- Structural Design and checking of Structural / Fabrication Shop Drawings



- Structural safety tests - Non Destructive Testing / Structural Survey & Diagnostics of existing building, Geotechnical Investigation Report of the Site including Strata, Load Bearing Capacity, Chemical Analysis and electrical resistivity etc. of the Soil, as necessary
- Ground-water table, ground-water analysis
- Access to and coordination with concerned executives in Heritage Hospital's organization and other project Participants for any Critical Data / Approvals / Inputs required from any third party directly appointed by the Heritage Hospital
- IT, maintenance & medical equipment selection, specification / sizing and sourcing details with MEP tap-off information
- Detailed design brief and operations inputs for BOH/ Kitchen & Facility Planning, as applicable

4. EXCLUSIONS (to be provided for / coordinated by Heritage Hospital)

- Statutory approvals: Liaison for all necessary approvals (building plans, fire NOC and any other related approvals) from the concerned authority
- Facilitating site survey and digitized drawings in AutoCAD format and sourcing of existing / as-built drawings from the Architects & Structural engineers of the existing building
- Appointment of specialised MEP Services & Green Building Consultants to provided services and technical inputs for all items outlined in schedule, "1.3 to 1.7 - MEP & RELATED SERVICES", hereinabove.
- Costs for NDT of existing Structure, third-party Structural Design/ MEP Proof Check and/or Peer Reviews, as required
- Environmental & Environmental Impact Assessment Consultancy services / MOEF, etc.
- Acoustic planning and design, if applicable (co-ordination will be done by Incubis)
- Traffic Management / Transportation Planning and Studies
- Commissioning / Testing of MEP Services (co-ordination will be done by Incubis)
- Model-making
- Branding /Corporate-Identity



5. PROFESSIONAL FEES

Sr. No.	Deliverable / Scope	Effective BUA (sq.ft.)	Professional Fee (Amount) (INR)	Professional Fee basis (INR / sq.ft. BUA)	Remarks
F1.	Architectural Planning Including Façade, Hardscape / Landscape design on effective site area excluding Plinth, overall space planning with Tender documentation services for aspects in Incubis' scope	L.S.	7,00,000.00		Inclusive of Façade Design and 3D Renders (CAD Stills – Approx. 5 nos.)
F2.	Detailed interior space design. Including comprehensive ID package / coordinated drawings	50,000.00	25,00,000.00	50.00	Inclusive of 3D-ID Renders (CAD Stills – Approx. 15 nos.) - two iterations included ; Additional on actuals
F4.	Hardscape / Landscape design on effective site area excluding Plinth	Incl. in F.1			
F5.	Facility Planning of Kitchen	L.S.	3,00,000.00		If required
	GRAND TOTAL		35,00,000.00		GST extra as applicable

NOTES

>GST and other statutory levies applicable from time to time will be charged extra on all of the above

>Incubis can invoice any stage on pro-rata basis

>Revisions and Iterations - Up-to 3 nos. layout / planning iterations before Tender/ GFC drawings are included in the fee above. Additional iteration(s) will be charged on the basis of a mutually agreed fee depending on scope and extent of exploration desired by Heritage Hospital.

>Professional Charges and other payments / reimbursements for Structural Engineering, MEP Engineering, Green Building Consultancy, etc., will be released to the specialists selected by Heritage Hospital to offer these services

>All project participants and consultants / specialists whether appointed by Heritage Hospital or Incubis shall remain fully and solely responsible for the validity, technical accuracy, safety, reliability and completeness of their own / respective work and deliverables



- >Travel and approved OPEs will be charged on actuals and as per Incubis' standard terms
- >General Terms as per Annexure

6. OPTIONAL SERVICES

	Professional Fee (Amount) (INR) ESTIMATE ONLY
F6.a. As-Built Site Survey, Digitizing of Plans incl. MEP survey	03,50,000.00
F6.f. Preparation of Design Manual documenting space planning principles applied, overall zoning philosophy with a database of standard drawings and details that can facilitate streamlined replication of the concept and overall look and feel at other similar healthcare facilities (Payment for Design manual will be 50% on initiation and balance on submission)	04,65,000.00

7. PAYMENT MILESTONES

Heritage Hospital will release Professional Fees at the Following Milestones

On project Initiation / With Heritage Hospital's firm Letter Of Intent	15%
Concept Design approval – Overall Site Master Plan, Facade, External Circulation, Services-yard schematic and Hardscape Intent	15%
On approval of schematic Internal Layout Concept for areas in scope	10%
Tender stage I – Site Development incl. External areas, Relocation of existing facilities, Façade Modifications, Hardscape	10%
Tender stage II – On submission of coordinated drawings, BOQ and estimates of the Interior Tender stage	20%
On submission of GFC drawings of the site and interiors integrated with MEP services / Coordinated site, façade and interior drawings with elevations and all key details	10%
On approx. 60% of site work completion (by value of activities in Incubis' architecture, design and MEP scope)	10%
On completion of the project (90% by value of activities in Incubis' architecture, engineering and design scope) including façade and landscape	10%
TOTAL	100%

8. PAYMENT & GENERAL TERMS

8.1. Payment

- a) The Heritage Hospital shall pay GST/ All applicable taxes on the Professional Fee/s
- b) The Initiation Fees together with applicable GST, as specified herein are not-refundable and shall not bear any interest under any circumstances.
- c) Incubis shall be paid its Professional Fees against completed stages / completed work in the event of the Project being abandoned/ put-on-hold by Heritage Hospital for any reason, no later than one calendar month after



- completion of deliverables in the scope of Incubis or submission of concepts / with specifications / design documentation, drawings, whichever is earlier.
- d) Payment/s for each of the Services in the scope of Incubis shall be made in the stages specified herein above consistent with the work done plus reimbursable expenses/ extra charges, as agreed mutually.
 - e) Heritage Hospital shall ensure that payments reach Incubis' Office in New Delhi within 14 working days of receipt of an Invoice. The invoice shall be deemed to have been approved / accepted unless within 7 (seven) working days of receipt thereof, Heritage Hospital advises Incubis in writing detailing its objection to the whole or any part thereof. The Parties must promptly discuss the objection and agree on further requirements, if any.
 - f) Payments should be made by NEFT/Bank Draft/Cheques payable at Delhi, drawn in favor of: 'Incubis Consultants (India) Private Limited' along with a payment advice giving details of the remittance and TDS deduction, as applicable. Heritage Hospital shall bear any Bank Charges etc. for preparing Bank Draft/s and/or for clearance of any Out Station Cheque/s.
 - g) No deductions shall be made from the fee of Incubis on account of BGs, retention, penalty, liquidated damages, part rates or other sums withheld from payment or recovered from implementation agencies/ suppliers/ contractors or other Consultants working on the project.
 - h) In case the area to be designed increases more than 10% of assumed BUA an additional design fee will be charged on a pro rata basis + GST, or as mutually agreed
 - i) In case the Project extends beyond 18 months from date of initiation solely on account of force majeure conditions being reasons beyond Incubis' reasonable and foreseeable control, an additional 12% p.a. will be charged on the unbilled part of the Project fees / design fees provided the balance Services are provided in a timely manner to the satisfaction of Heritage Hospital.

9. Commencement of Work

Start date for the Project shall be immediately on receipt of the Initiation Fee together with applicable GST, as specified herein, accompanied by Heritage Hospital's Work Order / Approval Letter/ Signed Copy of this Agreement, clearly accepting all the terms outlined herein.

10. Coordinator

Heritage Hospital shall nominate one sufficiently senior fully empowered representative as Coordinator who shall be responsible and authorized to coordinate within Heritage Hospital organization, collect data, provide information, local assistance and support; to discuss and finalize proposals and for their timely implementation The Coordinator shall discuss drawings and documents submitted by Incubis and give decisions promptly to avoid unreasonable delay in the progress of Incubis' work.

The Coordinator shall also be responsible for:

>Coordination with Structural Engineer, other consultants appointed directly by Heritage Hospital as well as Heritage Hospital's in-house team and facilities and any other resources critical to project implementation



>Arrange liaison with site management / project managers / structural engineers, other agencies, consultants, contractors directly appointed by HERITAGE HOSPITALS

>Coordinate timely hand over of Medical Equipment Dimensions and related data

>Directly appoint and make timely payments to the MEP and Structural Consultants so that their work proceeds generally in sync with progress of Incubis' deliverables

>Coordinator will compile and track all design and site-works related queries – These will normally be resolved during the weekly site meetings or within 3 to 4 working days thereafter – Design inputs will be noted / sketched into the coordinator's site-book or confirmed by Incubis subsequently in the form of a formal drawing / specification release

11. Termination

In case payment/s (inclusive of GST and Interest etc.) are delayed beyond 30 Working Days after the due date in terms of this Agreement, Incubis has the right to suspend work, or at its sole option, terminate service under this Agreement by giving 15 (fifteen) days' notice. The Heritage Hospital shall, however, remain obliged and liable to pay up all sums due hereunder/ against work / drawings submitted/stages completed. Heritage Hospital may terminate this Agreement at its discretion in the event of breach of this Agreement by Incubis or failure to perform its Services within applicable timelines and as per applicable laws, by giving a 10 (ten) days' prior notice.

12. Representations and Warranties

Incubis represents and warrants as follows:

- a) It shall deploy and engage suitably experienced and competent personnel and such number of personnel as may reasonably be required for the performance of the Services;
- b) All employees engaged by Incubis shall be in sole employment of Incubis and Incubis shall be solely responsible for their salaries wages, statutory payments, etc. and undertaking necessary compliances in relation thereto. That under no circumstances shall Heritage Hospital be liable for any payment or claim or compensation of any nature to the employees and personnel of Incubis;
- c) It shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters;
- d) It shall regularly provide updates to Heritage Hospital with respect to the Services and shall regularly, with the personnel designated by Heritage Hospital, discuss and review its performance at such intervals as may be required by the Heritage Hospital;
- e) It shall use all reasonable steps to ensure that Services to be rendered hereunder will be of quality and standards as mutually agreed between the Parties from time to time;



- f) It shall ensure compliance with all applicable laws in providing the Services, including, *inter alia*, labour laws, EPF, etc. and shall hold the Heritage Hospitals fully indemnified in this regard.
- g) It has all required approvals, permissions, licenses, etc. needed for carrying out all its obligations contained herein.
- h) It undertakes to forthwith cure any defects identified by Heritage Hospital in the Services as and when requested at its own cost and expense.

13. Indemnity

Incubis agrees and undertakes to fully indemnify and hold harmless Heritage Hospital and its staff, directors, etc. from and against any losses, liabilities, actions, damages, claims, proceedings, costs and expenses, etc. incurred or suffered on account of (i) breach of its obligations, covenants and responsibilities contained herein, (ii) any misrepresentation, (iii) any breach or violation of applicable laws, (iv) any design or other flaw which affects the operations of the Project, and /or (v) any improper or gross negligent performance, act of commission or omission by Incubis and/or any of its personnel leading to a third party liability. All project participants and consultants / specialists whether appointed by Heritage Hospital or Incubis shall remain fully and solely responsible for the validity, technical accuracy, safety, reliability and completeness of their own / respective work and deliverables

14. Force Majeure

Force majeure shall mean any unforeseeable and exceptional situation or event beyond the reasonable control of the Parties hereto which directly prevents either of them from performing any of their obligations hereunder, and which was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence.

15. Disputes

All disputes, differences arising out of this Agreement shall be resolved through mutual discussions. In the event of mutual agreement not being possible to be arrived at after the discussions, the same shall be referred to a sole arbitrator to be mutually appointed by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 or any modification thereto or re-enactments thereof shall govern the arbitration proceedings. The venue of such proceedings shall be Delhi and the proceedings shall be in English. The arbitration shall be binding in nature.

16. Confidentiality and Design Rights

The Design Rights for the concept will remain with Heritage Hospital. Incubis retains the right to publicize executed works once they are implemented and are in the public domain with prior permission from Heritage Hospitals.

17. Personnel

The Heritage Hospital/ Incubis agree to desist from engaging the services of each other/s personnel (whether full/part-time/contractual or as consultant, retainer, advisor, etc.) for a period extending up-to at least five years hereof or three years



after completion of the project / assignment / work defined herein, whichever is later.

18. General Pre- Requisites:

- I. The scope hereof is limited to the services identified herein. Any addition to this scope and/or change in requirement desired by the Heritage Hospital including addition of Optional Services shall comprise "extra work" and be charged accordingly. Any other expenses undertaken on Heritage Hospital's request, such as for structural engineering/ structural design, additional / detailed site-specific design adaptation, MEP Services, major rework of any approved concept/ drawings, artworks, photography, proofing, bulk reprography & binding, couriers, plotting of drawings (larger than A1 format), high resolution image scanning, any additional / new 3-D renderings and CAD simulations (Exceeding a total of approx. 20 nos. rendered stills for interior / exterior areas), colour artworks / graphic templates, prototyping, cost of models, structural design, if required, ISD calls, etc. will be charged on cost plus basis and should be settled immediately by the Heritage Hospital.
- II. Additional expenses exceeding INR. 25,000/- will be undertaken only on Heritage Hospital's request accompanied by a note approving the corresponding charges. Payment for additional expenses will be in advance or as per a mutually agreed schedule.
- III. All contractual arrangements for actual execution and financial transactions with third parties shall remain the sole responsibility of the Heritage Hospital. In case the Heritage Hospital wishes to route payments to nominated third parties / consultants through Incubis, an additional charge of 20% plus any applicable taxes shall be levied as administrative overheads / financing charges.
- IV. Periodic Inspection includes the following:
 - >To provide reasonable periodic visits to ensure that the project proceeds generally in accordance with design and conditions of contract and to provide clarifications, interpretation of drawings/ artworks, samples and specifications as may be necessary. Such inspections may be through site visits, conferences and meetings as and when required during the course of construction of works and shall not normally exceed 2 to 3 hours @ each event. These meetings may be organized at the offices of Incubis or by Visits to the offices of Heritage Hospital or at Project site.
 - > At least 20-25 site visits will be made within a duration of 10 months as per progress of work at site– Additional visits will be chargeable at INR 10,000/- + GST, per additional site interaction after discussion and mutual resolution of such additional fees with the Heritage Hospital.
- V. Inter-City Travel, if required, on behalf of the Heritage Hospital, if authorized
 - a. Only Professional Executives (Architects, Engineers &/or Designers) would be deputed by Incubis for Out Station Travel/ Site visits / coordination meetings, as required/ authorized.
 - b. The Heritage Hospital will arrange business hotel or equivalent boarding / lodging facilities for Incubis' executives (during their out station visits for this Project) and also arrange for local transportation by AC Car/Taxi, all in advance. In the event the Heritage Hospital does not arrange for the above, expenses as incurred by INCUBIS shall be reimbursed on presentation of



invoices/bills etc. Any applicable FBT or other statutory levies on such account will be borne by the Heritage Hospital.

- c. For all out-station visits by Incubis' executives, an outstation charge of INR.10,000/- (+ GST, as applicable) per man-day shall be payable to Incubis.
- d. The Heritage Hospital will arrange return air tickets for Executives of Incubis, in advance. If air services do not exist, then travel shall be by First Class a/c rail or a/c car.
- e. All arrangements for travel, including visa & immigration related expenses (if applicable), all board & lodging, local conveyance, out of pocket expenses etc. will be made and paid for directly by the Heritage Hospital, in advance. In case of any international travel, a per-diem of USD 150/- +GST will be payable per man-day in addition to OPEs.

19. Correspondence

All contractual and/or commercial communication/s and correspondence shall be addressed only to the offices of Incubis and Heritage Hospital specified herein unless intimated otherwise.

20. Validity

This Agreement shall become effective from the date of execution hereof and shall remain valid for a period of 18 months therefrom unless terminated earlier in accordance with the terms of this Agreement.

21. Confidentiality and Safeguard of Property

Incubis agree that the information, records, documents, etc. provided by Heritage Hospitals under this Agreement and all trade secrets, intellectual property, etc. belonging to Heritage Hospitals is confidential and without taking the consent of Heritage Hospitals they shall not at any time during the association divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that they may acquire in writing/orally or in any other form during the course of such association or otherwise concerning Heritage Hospitals's business, property, contracts, trade secrets, clients or affairs. The obligations set out in Clause 20 above shall not apply to confidential information that:

- a. is or becomes publicly known other than through breach of this Clause; or
- b. is in possession of the receiving Party prior to disclosure by the other Party; or
- c. is independently developed by the receiving Party; or
- d. needs to be disclosed to professional advisers or in accordance with the order of a competent court or administrative authority; or is required by law, judicial court, recognized stock exchange, government department or agency or other regulatory authority.

22. Entire Agreement

Each party acknowledges that it has read this Agreement, fully understands it and agrees to be bound by its terms and further agrees that it is a complete and exclusive statement of the agreement between the Parties, which supersedes all prior understanding and all the other agreements between the Parties relating to



the subject matter of this Agreement. No amendment, supplement, modification or clarification to this agreement shall be valid or binding unless set forth in writing and duly executed by all the parties to this agreement.

23. Assignment

Save as set out herein, the Parties shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder, except with the express prior written consent of the other party.

24. Waiver

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

25. Independent Contractors

Incubis is an independent contractor of, and not an employee, agent or authorized representative of Heritage Hospitals. No agency, partnership, joint venture, employer-employee relationship, or other business combination between Incubis and Heritage Hospitals is intended or created by this Agreement.

26. Anti-Bribery / Anti-Corruption

The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they shall take reasonable measures to ensure that their subcontractors, agents or other third parties, shall comply with all applicable anti-bribery regulations and anti-corruption laws/policies and further acknowledge that giving and taking bribes shall lead to criminal proceedings in accordance with applicable laws.

for and on behalf of
**INCUBIS CONSULTANTS (INDIA)
PRIVATE LIMITED**



Amit Krishn Gulati
Director

for and on behalf of
HERITAGE HOSPITALS LIMITED

Dr. Siddharth Rai
Director