



PUBLIC WORKS DEPARTMENT
(Government of Delhi)

**Consultancy Services for
Comprehensive Architectural &
Engineering Planning and
Designing for Construction
of Hospital at Bindapur,
Dwarka, New Delhi.**



COMPREHENSIVE CONSULTANCY SERVICES

Name of work	: Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi
NIT/RFP No.	: 35/CE/HMZ/PWD/2018-19 (Revised)
Security Deposit	: 2 ½% of Tendered Cost
Performance Guarantee	: 5% of Tendered cost
Contract Period	: 24 Months or 2 months after completion of construction work whichever is later.
This bid document contains	: 97 Pages from 01 to 97 including the cover & last page

Executive Engineer (P)
O/o SE (Health)-I
Public Works Department
(GNCTD), New Delhi

Superintending Engineer (H)-I
Public Works Department
(GNCTD), New Delhi

Assistant Engineer (P)-I
O/o Pr. CE(Projects)-Health
Public Works Department
(GNCTD), New Delhi

Executive Engineer (P)
O/o Pr. CE(Projects)-Health
Public Works Department
(GNCTD), New Delhi

APPROVED

Pr. Chief Engineer (Projects)-Health
Public Works Department
(GNCTD), New Delhi



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CHAPTER 1

PRESS NOTICE



CHAPTER-1

Press Notice

(E-Tendering)

Executive Engineer, Health Project Division (West), PWD (GNCTD) invites on behalf of President of India, online Bids/RFP in two bids system (i.e. Technical Bid/Pre-qualification and Financial Bid) from the eligible and reputed Architecture/Engineering Consultancy firms for the work of “**Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi**”.

NIT No. 35/CE/HMZ/PWD/2018-19 (Revised)

Earnest Money: Rs. 50,000/- (Rs. Fifty Thousand only)
(In favour of Executive Engineer, M-123, PWD, DGER COMPLEX, SECTOR 3, DWARKA, NEW DELHI)

Pre bid conference date: 20.09.2019 at 16:00 Hrs. Last date & time of submission of bid through e-tendering is 27.09.2019 upto 15:00 Hrs. Tender ID No. 2019_PWD_180135_1.

The Bid forms and other details can be seen and downloaded from the website.

<https://govtprocurement.delhi.gov.in>

EE,HPD(West)/PWD

Not to be published below this line.

**Pr. Chief Engineer (Projects)-Health
PWD, GNCTD**



CHAPTER 2

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES



CHAPTER-2

PUBLIC WORKS DEPARTMENT GOVT. OF NCT OF DELHI

REQUEST FOR PROPOSAL FOR COMPREHENSIVE CONSULTANCY SERVICES

Executive Engineer, Health Project Division (West), PWD (GNCTD), invites on behalf of President of India, online Bids/RFP in two bid system (i.e. Technical Bid/Pre-qualification & Financial bid) from the eligible and reputed Architectural/Engineering Consultancy firms for the following work:-

NIT/RFP No.	35/CE/HMZ/PWD/2018-19 (Revised)
Name of work	Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi
Earnest Money	Rs. 50,000/- (Rs. Fifty Thousand only) (In favour of Executive Engineer, M-123, PWD, DGER COMPLEX, SECTOR 3, DWARKA, NEW DELHI)
Time allowed for completion of work	24 months or 2 months after completion of construction work whichever is later.
Last Date and time of submission bids	Up to 15:00 hours on 27.09.2019.
Date of Pre-bid Meeting	At 16:00 hours on 20.09.2019 in the Conference room of the Pr. CE (Projects)-Health, PWD, Govt. of Delhi, 2nd Floor, MSO Building, New Delhi-110002.
Date of opening Technical Bid Stage-I	At 15:30 hours on 27.09.2019.
Date of Technical Bid Stage-II: Presentation	Presentation to be made by qualified Bidders in Stage-I of Technical Bid as per laid down parameters (Date and Venue to be informed later)
Validity of Bid	75 (Seventy Five) days from the date of opening of Financial Bid.
Bid documents	Bid documents can be seen on the website: https://govtprocurement.delhi.gov.in and are to be uploaded and submitted (Hard Copy) along with requisite documents.
Opening of Financial Bids of Technically qualified Bidders	To be opened of those Bidders who qualify in Technical Bid as per laid down parameters.
Address and Venue of submission of bid	O/o The Executive Engineer, Health Project Division (West), PWD (GNCTD), Indira Gandhi Hospital, Sector-9, Dwarka, New Delhi-77
Last Date & Time of submission of hard copy of all uploaded documents (attested by Gazetted Officer/Notarized)	At 15:00 hours on 27.09.2019.



CHAPTER 3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS



CHAPTER-3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

3.1 INTRODUCTION:

Online offers under two bids system in the prescribed forms are invited, from the eligible Bidders having experience of providing Comprehensive Consultancy services for a Hospital during the last 07 years ending previous day of last date of submission of tender.

A similar project here means "***Comprehensive Consultancy Services for planning and designing of hospital having height of structure more than 15 metres***".

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence duly certified in support of the information required in bid document.

Consortium and joint ventures of bidders are not allowed to participate in the bidding of this consultancy work.

3.2 Broad Scope of Consultancy Services:

The consultant shall provide Comprehensive Consultancy Services in the following areas:

- a) Preparation of preliminary plans of the building(s) and getting its approval from the client i.e. Health & Family Welfare Department, GNCTD.
- b) Preparation of preliminary estimates and carrying out all modifications, if required till its approval from competent authority of GNCTD.
- c) Carrying out detailed Geotechnical Investigations, Traffic Study, topographical / site survey and others, if required like Noise Level Survey, Air Pollution Survey and Ground Water Level Survey etc.
- d) Obtain the approval of layout plan & drawing from statutory body, in case required, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities.
- e) Preparation of detailed estimates, tender documents.
- f) Preparation, Vetting and issuing all good for construction / working drawings for all civil works, interiors and Electrical & Mechanical works.

3.3 Local Conditions and Preliminary Costs:

- (a) Each Bidder should fully acquaint himself of all local conditions, local bye laws and factors, details of ownership of the said plot of land which may have any effect on the execution of services covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. PWD will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders are strongly advised to inspect the site and assess all site conditions including geo-technical conditions.



- (b) All costs of preparing the proposals, submittals, presentations before any local body authority as directed by PWD including site visits etc. shall be borne by the Bidders. No claim would be accepted at a later date arising out of inadequate assessment of site conditions/requirements.

3.4 Time Schedule:

Time for completion of project will be 24 months or 2 months after completion of construction work whichever is later. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Comprehensive Consultancy services. The time schedule of stage wise activities of consultants is given in this document.

3.5 Earnest Money:

Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, M-123,PWD, DGER COMPLEX, SECTOR 3, DWARKA, NEW DELHI) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of executive engineer inviting bids or division office of any executive engineer, PWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. The receipt shall also be uploaded in the e-tendering website by the intending bidder upto the specified and submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of PWD and other documents scanned and uploaded are found in order.

3.6 Technical Bid:

The Technical Bid submitted by the bidder should duly consider the requirements as per bid document. If in the view of the bidder, any further activity/activities are needed, which are essential for accomplishment of the job, the same should be included in the per sqm fee to be quoted by Bidder in the Financial Bid.

The formats for submission are enclosed in this document as Annexure to help the Bidders in submission of offers.

Only those bidders who qualify in the Technical Bid (Stage-I) will be informed about the date and time of presentation before the Jury.

Since only those Bidders who qualify in Technical Bid (Stage-I), as per laid down parameters, will be invited for making presentation before a Jury, therefore, the Bidders shall submit the drawings, physical model and any other information at the time of Presentation before the Jury i.e. as a part of Technical Bid (Stage-II).



Presentation of Project – Technical Bid (Stage-II):

All those Bidders, who qualify in Technical Bid Stage-I will make a presentation of Conceptual Scheme as per the laid down guidelines in Technical Bid (Stage-II) before the Jury constituted by PWD. The Bidders are strongly advised to visit the sites and ascertain all facts of the said plot of land. The bidders are required to prepare their conceptual scheme taking into account the details contained in bid document.

The presentation shall cover in sufficient detail, the appreciation of the project, Proposed Conceptual Scheme, methodology of planning, conceptual structural design along with physical model, the Proposed organizational structure for coordination, monitoring and reporting of the project activities including responding to queries/question raised by PWD, work program, etc. The objective of presentation is to evaluate the Bidder regarding their understanding and preparedness for the assignment as well as evaluation of their concept scheme and get clarifications, if any, as required by PWD.

3.7 Financial Bid:

The Consultancy Fee shall be for the total Scope of Comprehensive Consultancy Services as detailed including any other additional activities as felt necessary by PWD for completing the hospital projects in all respects. The Financial Bid shall also include the cost towards all visits of the Consultant and their Associates/Employees to site of work, visit to PWD offices, visit to offices of various statutory bodies, excluding the payment to be made to all statutory bodies in securing the approvals from them and when required by the Engineer-in-Charge or any other authority.

The Bidders are required to quote fee inclusive of GST. The quoted fee (per sqm of built up area) of this consultancy work will not be increased for cost overrun of main project, extension of time or due to any reason whatsoever. The detailed conditions may be seen in Chapter-6- Fee for Comprehensive Consultancy Services. Bidders should quote their per sqm fee ONLINE in the schedule given as per Annexure-M. BIDS WITHOUT ONLINE FINANCIAL QUOTES WILL BE SUMMARILY REJECTED.

3.8 Language of Bids:

All information in the bid shall be in English.

3.9 Signature of Bidder:

The bid must contain the name and place of business of the Bidder. If the Bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this offer document must be initialed/signed and submitted to PWD within the stipulated date of submission of bids.

3.10 Validity:

The offer shall remain valid for a period of 75 (Seventy Five) days from the date of opening of Financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

3.11 The bid submitted shall become invalid if:

- i) The Bidder is found ineligible.
- ii) The Bidder does not upload all the documents (including GST registration) as stipulated in the bid document.



- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by all Bidders in the office of tender opening authority.

- 3.12** Bid documents consisting of terms and conditions of contract to be complied with by the consultant and other necessary documents can be seen in the office of the Executive Engineer, Health Project Division (West), PWD (GNCTD), Delhi between hours of **11:00 AM and 4:00 PM from 16.09.2019 to 26.09.2019** every day except on Sundays and Public Holidays.
- 3.13** PWD reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 3.14** In addition to the above, all Technical bid documents should be uploaded by the bidder and also submitted in original/ attested (as applicable) in the office of Executive Engineer, Health Project Division (West), PWD (GNCTD), by prescribed date & time.
- 3.15** The Bidders should obtain Digital Signature for online bidding.
- 3.16** **The last date and time of submission of bid, and other documents is Up to 15:00 hours on 27.09.2019.**
Further details can be seen at website: <https://govtprocurement.delhi.gov.in> in the O/o the Executive Engineer, Health Project Division (West), PWD (GNCTD), from date **16.09.2019 to 26.09.2019**.
- 3.17** **List of documents for Technical Bid are required to be uploaded on PWD's website besides submission of hard copies.**

The following documents and/ or affidavit should be duly attested and scanned copies uploaded on PWD's website. Further, hard copies of these documents are also to be submitted to the office of Executive Engineer, Health Project Division (West), PWD (GNCTD), Indira Gandhi Hospital, Sector-9, Dwarka, New Delhi-77 on **27.09.2019 upto 15:00 Hrs.** as detailed below:

- I. Copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer (including NIT issuing EE/AE).
- II. Copy of original EMD
- III. Details of the experience of the bidder (**Annexure- A, B, C, D**)
- IV. Organizational description and details of the Bidder's firm (**Annexure-E**)
- V. Details of Key Personnel proposed to be deployed on this project (**Annexure-F(A), F(B) and F(C)**)
- VI. Organization Structure and Capability of the bidder (**Annexure-G**)
- VII. Integrity Pact (**Annexure-H**)
- VIII. Integrity Agreement (**Annexure-I**)



- IX. Affidavit for similar work experience (**Annexure-J**)
 - X. Curriculum Vitae for each staff member including the Lead Architect/ Team leader to be deployed on the work (**Annexure-K**)
 - XI. Details of Financial turn over for last five financial years supported by copies of balance sheet and Income & Expenses Account certified by Chartered Accountant (**Annexure-L**)
 - XII. Confirmation of Online Submission of Financial Bid (**Annexure-M**)
 - XIII. Abstract of Consultancy Fee (**Annexure-N**)-To be submitted ONLINEONLY.
 - XIV. Pan Card issued by Income Tax Department.
 - XV. Copy of affidavit for registering in Delhi State for GST, if not registered.
 - XVI. Certificate of Registration for GST.
 - XVII. Copy of registration of architectural firms/associated architectural firm (as partner or employee) with Council of Architecture.
 - XVIII. Copy of audited Profit and Loss statement for the preceding five years ending 31st March, 2019.
 - XIX. Willingness certificate from the Associate sub consultants for specialized E&M services.
 - XX. An affidavit declaring that the bidder has not been debarred/restrained/ blacklisted by any Central Govt./State Govt. Agency /Autonomous body of the Central or State Govt./PSU etc.
-

Executive Engineer
Health Project Division (West),
PWD, GNCTD, Indira Gandhi Hospital,
Sector-9,Dwarka, Delhi



CHAPTER 4

TECHNICAL BID STAGE-I AND TECHNICAL BID STAGE-II (PRESENTATION) - PROCESS AND EVALUATION



CHAPTER 4

TECHNICAL BID - PROCESS AND EVALUATION

4.1 OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

The bids from the Bidders are invited for providing **Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi** in a Two-bid system consisting of Technical Bid and Financial Bid. The Technical Bid will have components such as documents for eligibility, experience, organizational structure and design scheme for **Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi**. The Technical Bid will have a weightage of 75% in overall final score. The Financial Bid will have a weightage of 25% in the overall final score.

The eligibility criteria for Consultants participating in the selection process are laid down below in Section-4.2 of this Chapter. The Bidders will be evaluated for Technical Bid as per the criteria contained in Section-4.2 of this chapter. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in Section-4.3 i.e. 'Financial Bid Evaluation'. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid stage and Financial Bid will be qualified for providing comprehensive Consultancy Services for the project.

4.2 TECHNICAL BID EVALUATION

The Consultant eligible for participation will be evaluated based on their experience, organization structure capability and design scheme in the Technical Bid Stage. An eligible Bidder in Technical Bid (combined stage-I and stage-II) must score a minimum of 60% (sixty percent) of marks in aggregate so that they could qualify to participate in the Financial Bid stage.

4.2.1 INITIAL ELIGIBILITY CRITERION

All Bidders have to fulfill the following conditions of eligibility before they are considered for Evaluation under Technical Bid Stage(Stage-I):

4.2.1.1 Experience of Similar Projects

The Bidder should have satisfactorily completed following works during the last 07 years ending previous day of last date of submission of tender.

One similar consultancy work involving built up area not less than 8,000 Sqm

or

Two similar consultancy works involving built-up area not less than 6,000 Sqm. each

or

Three similar consultancy works involving built-up area not less than 4,000 Sqm. each

The similar work here means **“Comprehensive consultancy work for planning and designing of construction of “Hospital Building” having height of structure more than 15 meters”**.

Note:



- (i) The bidder is required to confirm that the similar completed works during the last 7 years have been executed by him independently and not got executed through another consultant on back to back basis as per Annexure-J. In case, the similar work(s) have been executed through a JV, the percentage share of the bidder in that JV will be applied on the total quantum of work to arrive at the value of work to be considered for similar work(s).
- (ii) The value of similar completed projects during the last 7 years as mentioned above shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the previous day of last date of submission of tender.
- (iii) The satisfactorily completed certificate of the similar works should be from an authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run, if any.
- (iv) Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project completed or in progress as per **Annexure-D**.

4.2.1.2 Minimum Overall Experience

The overall experience of the firm should not be less than 10 years on previous day of last date of submission of tender. This means that the firms should be in practice and providing consultancy services for a minimum period of last 10 years. A list of the major and important works designed by the firm since its inception may be given in **Form-C** of Annexure.

Further, if the Bidder has been debarred/ restrained/ black listed by any Central Govt. / State Govt. agency/Autonomous body of the Central or State Govt./PSU etc. in the past from providing consultancy services then such a bidder will not be eligible to participate in the bidding process for selection of Consultant.

4.2.1.3 Profit Loss Criteria

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2019. (Annexure-L)

4.2.1.4 Registration with Council of Architecture:

The Architectural firms/associated Architectural firm (as partner or employee) should be registered with the Council of Architecture.

4.2.2 TECHNICAL BID STAGE-I

4.2.2.1 SUBMISSION OF OTHER DETAILS/ DOCUMENTS ALONG WITH TECHNICAL BID STAGE

Organizational Structure and Capability- Proposed Team for the Assignment

The Bidders are expected to have capability in all the disciplines of consultancy work required for developing the new buildings. The bidder will be required to give the details of their organizational structure and capability as per Annexure-E,F(A),F(B),F(C), G & K



4.2.2.2 EVALUATION CRITERIA FOR TECHNICAL BID STAGE-I

In the Technical Bid stage, Bidders will be evaluated by PWD in the following manner:

The initial criteria prescribed in Section 4.2.1 above in respect of experience of similar type of projects completed along with documents as per Section-4.2.2.1 for organizational structure and overall experience will be scrutinized for determining the Bidders' eligibility for consideration.

The Bidders qualifying the eligibility criteria as set out in the Section A.1 above will be evaluated by scoring method on the basis of details furnished by them as below:

TABLE- 1

I	Experience of similar projects completed during the last 7 years (Refer Annexure-A)	(A) For similar consultancy work/s involving built-up area not less than (i) 8,000 Sqm. each: 20 marks each (ii) 6,000 Sqm. each (2 works minimum): 10 marks each (iii) 4,000 Sqm. each (3 works minimum): 20/3 marks each	30 marks maximum
		B) List of all the completed consultancy works of building(s) of any nature and not confined only to similar works as defined in this document since inception of firm needs will be evaluated as under: - Each additional work of involving built-up area not less than 8,000 Sqm. ----- 5 marks - Each additional work of involving built-up area not less than 6,000 Sqm. ----- 4 marks - Each additional work of involving built-up area not less than 4,000 Sqm. ----- 2.5 marks	10 marks maximum
II	Organization Structure and Capability (Refer Annexure-F(A), F(B), F(C) and G, K & E)	(A) The firms are expected to have in-house capability for designing all the major disciplines of consultancy work required for developing the new buildings. In case the bidder proposes to hire the services of a sub-Consultant for a particular discipline then the list of all such disciplines shall be confirmed by the bidder at the time of submission of bid in Annexure F (B) of the bid document. Only 80% marks would be given to each such hired sub-consultant as per respective category in table 1.1. Competence and experience of key personnel of the Organization will be evaluated and marks will be awarded as per the laid down parameters in TABLE 1.1	30 marks Maximum
		(B) If the head quarter of the firm is located in Delhi NCR Area	10 Marks



III	Design of certified Green Building/ Campus for any Institutional work	<p>Achievement of having designed a certified multi-storey building/ group of certified buildings in a campus. (Provisional Certification by GRIHA/LEED for relevant category would also be eligible)</p> <p>(i) Platinum Rating (as per LEED) or GRIHA-V (as per Indian Standard) in Green Building Design - for each such work: 10 marks each</p> <p>(ii) Gold Rating (as per LEED) or GRIHA-IV (as per Indian Standard) in Green Building Design - for each such work: 7.5 marks each</p> <p>(iii) Silver Rating (as per LEED) or GRIHA-III (as per Indian Standard) in Green Building – for each such work: 5 marks each.</p>	10 marks maximum
IV	Awards received by Consultant for any building work.	<p>Achievement of having designed a certified multi/storey building / group of building in a campus where National/ International level awards have been received.</p> <p>(i) International award - 10 marks for each (ii) National award – 6 marks for each (iii) Organizational award – 3 marks for each</p>	10 marks maximum
Total			100 Marks maximum

To be considered for the next stage of Technical Bid. i.e. Technical Bid Stage-II(Presentation), a Bidder must secure at least fifty (50%) percent marks in aggregate in evaluation as per Table -1 given above.

There is no minimum mandatory marks requirement for any of the sections of the table -1. If the number of bidders crossing threshold of the (50%) marks in technical bid (Stage-I) is large, then PWD reserve the right to restrict the maximum number of qualified bidders upto 10 having scored highest marks.

The technical bid (Stage-I) will have a weightage of 35% in overall final score of technical bid. The marks obtained in technical bid (Stage-II) will have a weightage of 65% in overall final score of technical bid.

For Experience of completed works at Section I and IV of Table-1- only completed works with completion certificate of an officer not below the rank of Executive Engineer or equivalent only will be considered.



**Marking Scheme for Organization Structure and Capability of the Bidder
(Section-II of Table 1)**

Table 1.1

Sl. No.	Field of Specialization/Personnel	Desired no. available with Bidder Exclusively	Experience (Max. Marks)
1	Lead/ Senior Architect/ Team Leader	1	Mandatory requirement. Refer to Note (i) below;
2	Architect	1	3.00 marks (minimum experience of 10 years)
3.	Hospital Consultant	1	4.00 marks (minimum experience of 10 years)
4.	Interior Designer / Furniture Expert	1	2.00 marks (minimum experience of 10 years)
5.	Structural Engineer	1	4.00 marks (minimum experience of 10 years)
6.	Electrical and Mechanical services and installations design Engineer for ESS, DG Set, UPS, Internal EI, WTP/ STP, Low voltage, medical services like MGPS,MOT,NCS	1	4.00 marks (minimum experience of 10 years)
7.	Fire Fighting and Fire Alarm Expert/ Consultant	1	1.00 marks (minimum experience of 10 years)
8.	HVAC/ Mechanical Engineer	1	2.00 marks (minimum experience of 10 years)
9.	Public Health Engineer/ Water Supply Design Engineer	1	2.00 marks (minimum experience of 10 years)
10.	Environmental Design and Energy Expert	1	1.00 marks (minimum experience of 08 years)
11.	Project Engineer (Civil)	1	2.00 marks (minimum experience of 08 years)
12.	Project Engineer (E&M)	1	1.00 marks (minimum experience of 08 years)
13.	Audio &Audio-Visual System Expert	1	1.00 marks (minimum experience of 08 years)
14.	Network and LAN Engineer	1	1.00 marks (minimum experience of 08 years)
15.	Acoustics/AV Engineer/Expert	1	1.00 marks (minimum experience of 08 years)
16.	Artist for Art work	1	1.00 marks (minimum experience of 10 years)
	Total		30 Maximum Marks

Note:

- (i) All the bidders are expected to have at least one Lead/ Senior Architect/ Team Leader who will be responsible for the overall designing and development of the project. This Lead/Senior Architect/ Team Leader will have minimum experience of 15 years and he/she will be assisted by the team



as given in the Table above. It may be noted that since this is a mandatory requirement, therefore, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in Table 1 above.

- (ii) The bidder will submit the Curriculum Vitae of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned /non-countersigned CVs shall be rejected.
- (iii) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed. The key personnel proposed should not have attained the age of 65 years at the time of submitting the proposal.
- (iv) The personnel proposed should possess good working knowledge of English Language. At least 25% of the personnel proposed for the project should be under the permanent employment with firm(s) on the date of submission of the proposal. Necessary proof in this connection shall be submitted.
- (v) In case a firm is proposing key personnel from educational / research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.

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

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures submitted as per-requirement.
- b) Record of poor performance such as abandoning project, not properly completing the assigned project, or financial failures/weaknesses etc.

4.2.3 TECHNICAL BID STAGE-II (PRESENTATION AND ITS EVALUATION CRITERIA)

4.2.3.1 Participation in Presentation

All the Bidders who secure overall 50% (fifty percent) marks in evaluation of Technical Bid (Stage-I) will qualify for further evaluation in Technical Bid Stage-II. Bidders thus qualifying for Technical Bid (Stage-II) will be invited to make a presentation for this Hospital Project only before the Jury constituted by PWD.

Along with Design Proposal, a multi-media presentation is expected from the Bidders. The Bidders shall be required to make presentations of 30 to 40 minutes duration duly supported by computer generated 3D animations, walk through etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme/ model along with their vision on the planning of a Modern-State of the Art- Green Campus.

Public exhibition and display of all proposals presented to the Jury

All presentations by the bidders in form of models, drawings, animations and in any other form will be available to PWD for public exhibition and display. The same will be property of PWD. However, the same will not be used by PWD without written permission of the bidder. The venue and schedule of the proposed exhibition will be intimated to all bidders of the proposals presented to the Jury. In case PWD decides to hold a media briefing, these bidders will also be requested to participate.



4.2.3.2 Honorarium for Participation

All the Bidders who are invited for presentation as a part of Technical Bid (Stage-II) will be entitled for an honorarium of **Rs 50,000/-** for meeting the presentation related expenses provided they make the Presentation before the Jury. However, the honorarium in respect of the finally selected bidder will be deemed to have been included in their contract amount.

4.2.3.3 URBAN & ARCHITECTURE DESIGN

The Conceptual Design Scheme should aim to achieve a comprehensive urban design scheme along with detailed architectural designs for the new hospitals. Urban Design Proposal for the new hospitals should entail a comprehensive urban design strategy through an Urban Design Structure and Services Plan for the entire campus integrating the following relevant systems:

- a. Functional Distribution and Activity Pattern
(Highlighting the inter-disciplinary character of the Hospital).
- b. Movement and Accessibility
(Universal access for all spaces with special focus on pedestrian network within the campus. However, the campus should have good connectivity with public transit system through a defined vehicular network and parking facilities).
- c. Open-space system
(Integrated landscapes considering ecological processes within and adjoining the campus boundaries)
- d. Built form system
(Clearly articulating the morphological structure through typological variations, overall massing and volumetric disposition of built form within the campus)
- e. Services and Infrastructural system
(Efficiently dove-tailed with form and function considering sustainable practices throughout the campus)

In addition to the internal organization, the Urban Design scheme should clearly highlight the envisaged relationship of the proposed campus with its immediate surroundings as well as with the larger networks of the city. The proposal would articulate a comprehensive set of development controls and architectural guidelines for architectural projects, open spaces and services of any kind in the campus.

The detailed architectural schemes should be able to demonstrate aesthetic appeal, experiential quality, building expression, use of innovative technology, structural design in terms of sensitivity to location, appropriate materials for construction, seismic factors and response to requirement of space. The final scheme (Urban Design and Architecture) should represent the nature of development envisaged for the proposed campus through relevant drawings, images, sketches, walk through, 3D models etc.

4.2.3.4 Documents to be submitted for Presentation (Technical Bid Stage-II)

The bidder will submit the following documents at the time of presentation:

- (i) A Detailed Report (bound in A-4 pages, along with a soft copy) containing Consultant visualization of the Hospital Project, design proposal including features relevant to design scheme with sketches/3-D rendering to explain concepts and innovations, diagram of designed general functional arrangements showing inter-linkage/ distribution of activities at different levels, summary schedule of usable and gross areas expressed in metric system.



- (ii) Drawings and Models etc. as given below and all the drawings will have a maximum A0 size (1140 mm × 840 mm):
1. Concept Sheet/s
 2. Master/Lay out Plan (1:750): This shall indicate layout of buildings and necessary infrastructure as per PWD requirements along with corresponding sections.
 3. System Plans (1:750)
 - 3.1 Use and Activity- This shall indicate functional distribution within the campus.
 - 3.2 Movement- This shall indicate details of vehicular and pedestrian movement, parking, and access to the buildings/blocks along with corresponding sections.
 - 3.3 Open Space and Natural System- This shall indicate distribution and use of open spaces within the campus.
 - 3.4 Built Form- This shall indicate formal and spatial distribution highlighting typological variations.
 - 3.5 Services and Infrastructure- This shall indicate infrastructure layouts as part of overall planning.
 - 3.6 Ecological and Environmental considerations of the Project- This shall indicate key aspects and details for a sustainable campus.
 4. Landscape Plan 1:750 This shall indicate hard and soft areas, outdoor furniture, types of plantation, and other Landscaping element etc. along with corresponding sections.
 5. Development Controls and Architectural character.
 6. Perspective / 3D views.
 7. Model 1:500 (base size of 1800x1200mm) of the overall Master/Layout Plan.
 8. Development Controls and Architectural guidelines as part of the overall Report (30 pages max.)

4.2.3.5 List of Drawings for each of the above areas:

1. Concept Sheet/s
2. All Floor Plans 1:200
3. All Elevations 1:200
4. Two Sectional Elevations 1:200
5. Sections (Min 2) 1:200
6. Perspective / 3D Views
7. Energy and Environmental Considerations
8. Any other details

Note: The entire Design Proposal shall also be submitted in CD/DVD. All drawings submitted in CD/DVD shall be in '.dwg' format, readable in Auto CAD 2016.

4.2.3.6 Criteria for Evaluation by the Jury:

The Design Scheme/ Proposals and presentations by eligible consultants will be assessed by a Jury constituted by PWD. Each presentation by Bidders will be judged by the Jury based on laid down criteria and marks will be allotted accordingly as per Table-2 below:



TABLE-2

S. N.	Category	Description	Max. Marks
I	Urban Design Scheme/ Master Plan Scheme	i. Urban Design Concept (06) ii. Overall Landscape Plan with integration of open and built spaces (12) iii. Site Planning: Optimum use and efficiency (08) iv. Movement system articulation (10) v. Development controls and Architectural guidelines (04)	40
II	Environment and energy strategy	Energy efficiency parameters in terms of: i. Range and level of sustainability processes and environmental systems (04) ii. Water conservation strategy (08) ii. Waste management system (08)	20
III	Architectural Design	Each detailed architectural scheme will be evaluated for: i. Aesthetic Appeal & Experiential Quality (12) ii. Building expression and Innovative Technology (08) ii. Structural Design in terms of sensitivity to location, appropriate materials for construction and seismic factors (04) v. Response to requirement of space (10) v. Utility and Service Plan(06)	40
		Total Marks	100

Only those Bidders who score a minimum of 70% (seventy percent) marks in aggregate subject to the condition that the Bidder should score 60% marks in each section of Table-2 above, will be qualified in Technical Bid (Stage- II).

The maximum number of qualified Bidders will be restricted to 5 among those scoring highest marks above 70% of maximum marks. Financial Bids of only those bidders will be opened who qualify in Technical Bid.

4.3 FINANCIAL BID EVALUATION

Along with the online submission of Technical Bid, the Bidder will also submit his Financial Bid (through online mode only) quoting fee for per sqm built-up area in the proforma at Annexure-N based on the Scope of Comprehensive Consultancy Services detailed in this document.

4.3.1 Opening of Financial Bid

The Financial Bid of only those Bidders will be opened who qualify as per the above laid down evaluation criteria in the Technical Bid Stage. The Financial Bid will have 25% weightage in the overall evaluation. Bidders will be informed about the date and time of opening of Financial Bid. They may like to be present on such date and time.

4.3.2 Financial Scores

The lowest Financial Bid (FM) will be given a Financial Score (SF) of 100 points. The financial score (SF) of other financial bids given by Bidders will be computed as per the following formula:

$$SF = 100 \times FM / FO$$

Where, FM= Lowest Financial Bid,
FO= Financial Bids of other Bidders,
SF= Financial Score



The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

A:	$100 \times 100 / 120 = 83$
B:	$100 \times 100 / 100 = 100$
C:	$100 \times 100 / 110 = 91$

4.3.3 OVERALL EVALUATION FOR SELECTION OF CONSULTANT

- (i) The final evaluation will consist of summation from the 2 components, i.e. (A) Technical Bid and the (B) Financial Bid combining to a total of Marks i.e. A+B. The proportioned marks of technical bid stage –I (Table 1)(35 marks) will be added to the proportioned marks of technical bid stage –II (Table 2)(65 marks) to derive the total marks of technical bid.
- (ii) In the final score, 75% weightage will be given for marks achieved in Technical Bid and 25% weightage will be given for marks achieved in Financial Bid (Component B).
- (iii) On the basis of the combined weighted score for Technical Bid Stage and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then the Bidder scoring higher marks in Technical Bid will be recommended for Award of work.
- (iv) Following is an example of the procedure to be followed.
As per the example discussed above in clause 4.3.2, suppose three proposals A, B & C were received. The qualified Bidders were awarded 75, 80 and 70 marks respectively for Technical Bid Stage. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the qualified Bidders. The financial bids were evaluated thereafter as per Clause (C) and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I& II)	Score (Financial Bid)	Total Marks	Rank
A	$75 \times 0.75 = 56.25$	$83 \times 0.25 = 20.25$	76.50	H 3
B	$80 \times 0.75 = 60.00$	$100 \times 0.25 = 25.00$	85.00	H 1
C	$70 \times 0.75 = 52.50$	$91 \times 0.25 = 22.75$	75.25	H 2

As per above, therefore, proposal-B will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority. PWD is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).



4.4 AWARD OF CONTRACT

The Contract will be awarded to the Bidder who obtains highest marks as informed by PWD through a letter of acceptance of his offer.

After issue of such letter of acceptance, the successful Bidder shall have to furnish a performance guarantee for an amount to the extent of 5% (Five percent) of the contract amount within 15 Days of issue of Letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 (seven) days on written request of the bidder stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. The work shall be awarded after receipt of performance guarantee. In case the successful Bidder does not submit Performance guarantee within stipulated time, the black listing case against the agency will be initiated in PWD Tenders and the award of work will be cancelled.

The time period allowed for completion of the project will be 24 Months or 2 months after completion of construction work whichever is later and will be reckoned from the 10th day of the issue of letter of acceptance of the offer.

Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.

Formal agreement will be drawn by the Executive Engineer, Health Project Division (West), PWD (GNCTD).



CHAPTER 5

SCOPE OF COMPREHENSIVE CONSULTANCY SERVICES



CHAPTER- 5

SCOPE OF COMPREHENSIVE CONSULTANCY SERVICES

The Hospital at Bindapur, Delhi has been proposed to be developed on Bindapur Hospital Project land (Plot measuring 2701 sqm). The schemes should include Designing and Development of Hospitals including required essential residential quarters, if required.

5.1 GENERAL SCOPE OF WORK:

- a) The broad scope of the consultancy work has already been detailed under Chapter-3 of the tender document above. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to design any other services which may be required for operation and functioning of the hospital whether or not expressly mentioned hereinafter till completion of the entire project to the satisfaction of PWD.
- b) The Consultant will be required to establish a permanent office in Delhi/ NCR during the implementation of the Project. This office will have a team of Consultant and other Technical Staff earmarked for their involvement in the consultancy services for the project. The office and the team could be established immediately after the award of work and before the commencement of work of consultancy services for the project.
- c) Within 21 days of start of the work of consultancy, the consultant shall submit a list of all sub-consultants along with a letter of their confirmation of association with the main consultant for designing and planning the project, except the sub-consultant for art work, for which the credentials would be submitted within 15 days of directions to do so by the Engineer-in-Charge. The confirmation of association is not required in case of in-house personnel. Consultant will get all the other sub-consultants approved from the PWD before assigning any job to them.
- d) The details of the scope of the work involved mentioned in this Bid Document are broad and suggestive. Notwithstanding the details of the scope of the work and role of consultant mentioned elsewhere in this Bid Document, the consultant may be required to provide any other Consultancy Services in relation to completion of hospital as required.
- e) However, the employer reserves the right to exclude any of the above services from the scope of the consultant's work. In case of withdrawal of any services from the scope of consultant's work at later stage, the consultant shall be paid for the work done by him up to the date of withdrawal of such item / item of work and services. Here, decision of Engineer-in-charge as to the extent of work completed and accepted shall be final and binding on the consultant.



- f) The consultant shall maintain constant, regular and proactive interaction with the department, construction agency and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/working drawings/ specifications etc.
- g) The services of the consultant shall be available during execution phase also. All necessary modification/corrections shall have to be carried out by the consultant as and when the need arise.
- h) The Consultant and the Sub-Consultants may also be required to visit the ongoing Consultancy works during execution stage along with the field staff and may advise Engineer-in-Charge to ensure that the Consultancy works are being executed as per approved architectural scheme provided by the Consultants. Rendering advice during this phase also shall be responsibility of the Consultant.
- i) The Consultant shall assist the department regarding the sequence and methodology of construction.
- j) The Consultant shall co-ordinate with the department and attend meetings with the department/client as and when required including meeting with the client and bidders for construction work.
- k) The consultant shall also assist the department in making presentation of the project in comprehensive manner or in parts as decided by the Department and necessary presentation materials shall be provided by the consultant without any extra cost.
- l) The consultant shall provide comprehensive consultancy services in Detailed Architectural drawings, structural drawings and various services design, Preparation of contract Documents, Justification of tender etc.
- m) The consultant shall have to assist Engineer-in-charge in preparing presentations and presentation materials during execution of work.
- n) The consultant shall have to get the structural analysis/design and drawings checked by the proof consultant. The fee of the proof consultant will be paid by department. The selection of proof consultant shall be carried out with the prior approval of the department.
- o) The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project. The Consultant shall comply with the applicable norms of local as well as Central Govt. Bodies.



- p) The Consultant shall get the conceptual approval, if required, of the Department /client or both through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the client and his representatives shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- q) The consultant shall obtain fire clearance from CFO of DFS on completion of the construction work.
- r) The consultant shall prepare the completion drawings and shall obtain completion certificate from local bodies.
- s) The consultant shall prepare a complete documentary film of 10 minute and a Coffee table book detailing the complete progress of the project from concept to completion, highlighting the salient features of the project, the challenges faced, the innovations implemented etc. The documentary film would be complete with professional voice over, animations, photographs and videos. For this purpose, the consultant shall arrange on its own all required documents/photographs/ videos right from the date of start of consultancy work. This film and the Coffee table book shall be prepared and submitted on the date of physical completion of the construction work at site as determined by the Engineer-in-Charge.
- All expenditure involved in this regard deemed to be included in the quoted fee by the consultant. However a recovery @ of 1% of the contract value will be carried out for non-submission of the same on the due date.**
- t) The Consultant and his staff will regularly inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings. Such inspections shall be carried out on fortnightly basis by the lead Architect/Team leader and report submitted detailing out action required to be taken by the executing agency and compliance thereof. This fortnightly report shall be submitted within 03 days of inspection to the Engineer-in-Charge.
- u) The scope of the work as defined is not exhaustive and may include preparation of concept/preliminary design if the same is required for detailed planning/design wherever required for example in Horticulture works, Art work, landscaping, interiors and others. Thus, the consultant may also have to provide conceptual/preliminary plans/ drawings for any component of work given in Scope of work, as per directions of Engineer-in-Charge.

5.2 The detailed scope of Work:

The Public Works Department would furnish the requirements and area schedule for various functions associated with the hospital project to the Architect Firm / Consultant. The Architect Firm / Consultant shall, thereupon render the following services and will be deemed to be included in their quoted price unless mentioned otherwise.



5.2.1 I. Pre-construction Stage

5.2.1.1 Preliminary/Detailed Concept Report:

The Consultant shall

- a) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b) Only the topographical survey plan will be made available to the consultant. Soil Investigation of the land under reference shall be got done by him and the cost of soil investigation shall be deemed to be inclusive in the rates quoted by the contractor. Report of such sub-soil investigation shall be made available to the successful bidder. The Consultant is also responsible for collection of any data/information which he may need for his design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.
- c) Report on identification of Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services.
- d) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firm/Consultant should submit the preliminary design and design basis Report and modify it if considered necessary by PWD. Site inspections for finalization of above details shall be conducted by the Architect firm/Consultant.
- e) Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- f) Obtain the approval of PWD/client of (D & E) above and supply 6 copies of approved site plan (Layout Plan).
- g) Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of PWD/Client.
- h) The consultant shall prepare and give presentations on the schemes as and when required by PWD/Client and shall incorporate the changes desired by PWD /Clients without any extra cost.
- i) Within 15 days of start of the work of consultancy, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings for each item of work in scope, target dates for various approvals from preliminary contractor, submission of BOQs /tender documents for various items of work etc.



5.2.1.2 Preliminary/ Detailed Planning/Design:

- a) Prepare Master Plan of entire complex/site.
- b) The Consultant shall coordinate between various state agencies and other stakeholders in order to incorporate requirements and considerations. The Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.
- c) Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.
- d) Integration of Site Services with existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads. This requires liaisoning with statutory authorities.
- e) Prepare the DPR covering the following:
 - i) Detailed Architectural & flowchart drawings.
 - ii) The Consultant shall prepare a Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usage requirement in considerations while formulation the design basis report.
 - iii) The Consultant shall provide Detailed Technical Specification of each work as a part of the Preliminary Design Report.
 - iv) Bills of quantities based on preliminary design of various components duly priced along with take-off sheets. All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include all items as per drawings and specifications. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted.
 - v) The Consultant may include provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc. The Consultant shall prepare the Cost estimates and BOQ for the purpose of assistance in tendering process for contractor(s). The Consultant shall be responsible for accuracy of the BOQ items.
 - vi) The consultant shall supply six copies of the same with the preliminary drawings to PWD.
- f) Submit market rate analysis for Non Schedule Items supported with Quotations.
- g) Obtain the approval of layout plan & drawing from the competent authority, statutory body, in case required, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to PWD.



- h) The consultant will incorporate eco-friendly building materials like fly ash bricks, low VOC paints energy efficient equipment & fixtures etc. as per prevailing government rules.
- i) To prepare & submit required set of Tender Documents to call tender on for appointment of Contractor, Scope of work, Tender Drawings, BOQ, Estimates, Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc. The payment schedule shall include all the items of work which are required to be executed as per the scope of work of the project.
- j) Preliminary Electrical / Mechanical Drawings / Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- k) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- l) Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- m) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt./ Authorities/PWD/ State/Central Govt. and shall take their concurrence on all the observations.
- n) If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- o) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with PWD/ Clients representatives/ local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/ PWD / Central Govt. or any other agency, as and when required.
- p) Preliminary Design Services are required for reviewing the alignment, locations, construction methodology, finalize packaging of civil work and other works, prequalification of contractor for civil works, preparation of tender documents for civil and other works including preliminary designs and bid process management.
- q) The Consultancy services to be provided by Consultant shall include Preliminary & Detailed Estimates, Design and Drawings, Vetting of shop drawings, technical submittals of all internal and external utility services like water supply, sewerage, storm water drainage, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, interior design and graphic signage, etc. indicating scope, specifications and costs separately of such sub-head. The scope of work shall be as defined above, however, PWD reserves the right to exclude any of the above services from the scope of the Consultants' work.



5.2.1.3 ELECTRICAL & MECHANICAL SERVICES

The Consultancy services to be provided by Consultant shall include following **(Preliminary & Detailed Estimates, Design and Drawings, Vetting of shop drawings, technical submittals)**-

- I. Design of electrical installations including all internal EI, fittings, sub mains MCD DB/fixtures, Lightning protection and Earthing system, Cable TV/dish antenna system.
- II. Design of External Lighting and facade lighting.
- III. Design of Power Supply Distribution system with main panel, subpanels, rising mains including emergency and backup supply etc.
- IV. Design of Sub-station equipments.
- V. Design of DG Set.
- VI. Design of firefighting system
- VII. Design of Addressable fire alarm system.
- VIII. Design of UPS
- IX. Design of EPBAX system.
- X. Design of LAN
- XI. Design of HVAC System, Smoke Ventilation System, Pressurization System.
- XII. Design of STP,ETP,WTP,RO Plant\
- XIII. Design of Boiler where needed
- XIV. Design of Laundry equipments
- XV. Design of Kitchen equipments.
- XVI. Design of Building / Energy Management system controlling all essential services.
- XVII. Design of Lifts, Escalators.
- XVIII. Design of Solar Water heating system.
- XIX. Design of PV solar Generation system\
- XX. Design of Nurse call system
- XXI. Design of MGPS
- XXII. Design of MOT.
- XXIII. Design of Pneumatic sample transfer system.
- XXIV. Design of CCTV system
- XXV. Design of access control system.
- XXVI. Design of electrical Signages.
- XXVII. Design of audio and visual servicer.
- XXVIII. Design of Q-Management System.



Proper coordination with civil engineering / Electrical & mechanical engineering features /services. Liaisoning of other statutory agencies like NDPL/BSES/DISCOM, Delhi Fire Services, IGL,MTNL, Explosive department etc. for obtaining the pre-construction and post construction clearances. The statutory payments to these agencies shall be borne by the department. Design of E&M services shall done as per prevailing DFS, BIS,NBC,CPWD specifications and standards. the design shall be self-understandable, clear and specifications shall be generic i.e. not favoring any specific vendor. The rates collected for market rates items shall be as per latest CVC guidelines.

- a) Prepare Design basis Report including working and detailed architectural drawings, schedules, Bill of quantity/inventories and specification of materials and workmanship, in sufficient detail to enable to prepare a tender. The tender drawings & documents shall include detailed site plan, detailed drawings for each buildings including floor plans, elevations, door & window schedules, finishing schedules, fitting schedules, colour schemes, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details, wall profiles, Staircases, ramp and lift details, details of important building parts/areas, landscape & horticulture details, detailed design drawing of all E&M services etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names.
- b) For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.
- c) Preparation & submission of detailed specifications & list of makes for all the equipments to be installed at site.
- d) All Tree Cutting Permissions, Environmental Impact and Social Impact Assessment, if required and their clearance from concerned statutory bodies and Forest has to be done by the consultant.

5.2.2. Construction Stage:

During the construction/ implementation of the project, the Consultant will provide the following services:

- 1) Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/ construction requirements. After each site visit the Architect should confirm that the work is being executed as per



drawings & specifications and deviations if any shall be brought to the notice of PWD.

- 2) Supplying to the PWD such further drawings, specifications or details which may be required for proper execution of work.
- 3) Obtaining the PWD approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- 4) Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
- 5) Interact and Liaise with client to understand, integrate and link the services to the building services.
- 6) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc., and obtain approval thereof from PWD.
- 7) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
- 8) The Consultant will make presentations about the project during the construction stage as per requirement of PWD.
- 9) 1 no. of Architect / Engineer having experience of minimum 5 years to be deployed on site for day to day coordination by the consultant for a period of 30 months during construction stage of the contract. In case, the Consultant does not provide the Architect / Engineer, a compensation of Rs. 40,000/- will be made per month. Similarly, if the period of consultancy is extended beyond 30 months, a payment of Rs. 40,000/- per month will be made.

5.2.3 Completion Stage:

- a) The consultant shall obtain completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to PWD. For this purpose, any assistance required from PWD / its Contractor will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by PWD.



- b) Preparation of completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed. The changes, if any during the execution of work will be intimated by PWD to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to PWD and Clients/local bodies/or any other authorities applicable including getting 'completion certificate' from concerned authorities, if required.
- d) The Consultant shall provide solutions and clarifications to any design or performance deficiency/ defects noted in the functioning of the buildings and services by PWD during the defect liability period including all detailed/shop drawings for rectification of the same. The consultant would be liable to pay damages if any such defects/deficiencies are determined by the Engineer-in-Charge, to have resulted due to any faultily/deficient design given by the Consultant.
- e) Ensure the preparation and submission of 8 sets of AS-BUILT drawings and record all approved deviations and changes in drawings.

Note: All the Civil, Electrical & Mechanical services, as mentioned above shall be done by the consultant. No extra payment shall be made, if any modifications are required as per client's requirement in above.

5.2.4 ART WORK FOR THE HOSPITAL CAMPUS:

The Art work of the value of 1% of the cost of the project in works is included as per DUAC/ GNCTD guidelines. The Art Works shall be of high aesthetic quality and enhance the ambience, experience and characteristics of the hospital campus.

The Consultant will design and earmark the locations/ spaces where such works are installed. Such works should be carried out with the engagement of Sub-Consultants / Experts/ Designers/ Curators having imagination, experience and capability to visualize the scale and context of the spaces as well as ethos of the facility. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

5.2.5 GREEN BUILDING DESIGN:

The Consultant shall adhere to highest standards of environment and energy sustainability as stipulated in bid document and as approved by PWD. Holistic



integration of the environmental sustainability brief in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in campus planning and design to achieve a Green Campus equivalent to minimum GRIHA 3 Star/ LEED Silver standards, **however, the decision to obtain the certificate shall be on the PWD. All stage wise approvals from the concerned statutory authorities be coordinated and obtained by the Consultant excluding the payment of requisite fee to the authorities, if required.** This fee shall be borne by PWD.



CHAPTER 6

THE FUNCTIONAL REQUIREMENT OF HOSPITAL IN BINDAPUR



CHAPTER- 6

The Functional Requirement of Hospital in Bindapur

- 6.1 The Hospitals at Bindapur, Pkt.-4, Zone-K-2, Dwarka, New Delhi have been proposed to be developed on Plot area 2701.5 Sqm. The schemes should include Designing and Development of Hospitals including required essential residential quarters, if required. The requirement for no. of beds is tentatively detailed as below-

DISTRIBUTION OF BEDS			
S.No.	Speciality	Bed Type	Total No. of Beds
1.	Paediatrics	Pt. Admission Beds	12
2.	Labour Room	Pt. Admission Beds	6
3.	Gynaecology & Obstetrics	Procedure Beds	5
4.	Gynaecology & Obstetrics	Pre-Operative Beds	4
5.	Gynaecology & Obstetrics	Post-Operative Ward	7
6.	Gynaecology & Obstetrics	Post Netal	44
7.	Gynaecology & Obstetrics	Pt. Admission Beds	6
8.	Neonatal Intensive Care Unit	Pt. Admission Beds	16
9.	Medicine	Observation	2
10.	Medicine	Pt. Admission Beds	2
11.	Accident & Emergency Care (Casualty)	Observation	2
		Total Beds (approx.)	106

However, Consultant should do the master planning for maximum utilization of permissible FAR, in Phase manner as decided by PWD.

6.2 MISCELLANEOUS FACILITIES AND OTHER RECOMMENDATIONS:

Followings are the list of various services which may be required to be incorporated in design and development of the hospital -

1. Hospital waste management facilities (Autoclave / Incinerator).
2. Telephone exchange with EPABX System, Intercom network for Hospital.
3. Electric substation / Provision for continuous electricity supply with standby UPS / Generator facilities.
4. Sanitation and Water Supply – Adequate toilets, bathrooms (General Specific), safe drinking water facilities, Pump house and Water reservoir.
5. Departmental Canteen.
6. Central Kitchen.
7. Medical Superintendent office, Hospital office for supportive staff, Nursing Superintendent office, Waiting room for visitors.
8. Rooms for Head of Department, Head of Units, Doctors room and Staff rooms.
9. Reception area of hospital.
10. Enquiry office.
11. CSSD
12. Stores (Air Conditioned).
13. Cold storage for vaccines and other requirements.



14. Linen room.
15. Laundry services.
16. Central Medical gas system.
17. Medical record Department.
18. Hospital and Staff committee room.
19. Central registration and statistic department with computer facilities.
20. Computerized Hospital Information System.
21. Ambulance Services.
22. Mortuary with Post Mortem Services and cold room for normal and decomposing bodies separate.
23. Centralized Air Conditioning System.
24. Hospital Engineering services (PWD Maintenance Wing).
25. Parking area in Hospital should be adequately planned taking into account the number of attendants also and not only the patients.
26. Legal cell in the campus to cater to medico legal cases.
27. Facilities of CCTV surveillance of the whole area and surrounding area.
28. Adequate space for LAN server / IT department to cater to CCTV, Internet related, audiovisual aid facilities.
29. Enough greenery and Plantation.
30. Proper Signage in complete campus.
31. Dedicated lift for transport of patients in hospital. Lifts must adhere to very high quality standards.
32. Ramps for handicapped person in accordance to Person with disability Act.
33. Fire safety guidelines.
34. Green building norms as applicable may be implemented.
35. Arrangement for Water Harvesting System.
36. Arrangement for Solar Electricity System.
37. Minimum requirement for Wards:
 - (a) Accommodation in General ward shall not exceed 30 patients and distance between the two beds shall not be less than 1.5 m. (measured from midpoint of one bed to midpoint of other bed).
 - (b) Provision for Nurses Duty room / Nursing station.
 - (c) Provision for Resident Doctors and students duty room.
 - (d) Examination and Treatment room.
 - (e) Store room for linen and other equipment (For clean linen and dirty linen separate and sluice room).
 - (f) Clinical demonstration room.
 - (g) Ward should be constructed in such a way that overview of all the patients in the ward is visible from the nursing station.
38. Minimum requirement for Operation Theatres:
 - (a) Provision of four zones:
 - (i) Disposal Zone.
 - (ii) Protective Zone.
 - (iii) Clean Zone.
 - (iv) Sterile Zone.



- (b) Waiting room for patient.
 - (c) Pre-anesthetic / Preparation room.
 - (d) Operation Theatre.
 - (e) Post-operative recovery room.
 - (f) Soiled linen room.
 - (g) Instrument room.
 - (h) Sterilization room.
 - (i) Store room.
 - (j) Nurses room.
 - (k) Male and Female surgeon and Anaesthetic room.
 - (l) Washing area.
39. Casualty and Emergency block shall comprise of three blocks which may be adjacent to each other:
- (i) Main Casualty Block.
 - (ii) Gynaecology and Obstetrics casualty block (with connecting way to Labour room).
 - (iii) Paediatrics casualty block.
- Main Casualty Block which shall comprise of:
- (a) Casualty ward.
 - (b) Medicine Emergency ward.
 - (c) Surgery Emergency ward.
 - (d) Orthopaedics Emergency ward.
 - (e) 02 Minor OT.
 - (f) Emergency OT.
 - (g) Emergency X-Ray.
 - (h) Emergency Ultrasound.
 - (i) CT Scan.
 - (j) ECG room.
40. ICU should be located near the Casualty and Emergency Block.
41. Burn Ward should be located near Casualty and Emergency Block.
42. Police Chowki (with minimum 6 rooms) should be opened adjacent to Casualty and Emergency Block.
43. Waiting area should be adequately planned along with children play area for pediatric patients.
44. Pharmacy for Gynaecology and Obstetrics patients should be separate.
45. OPD registration area should be huge, adequate to accommodate expected daily footfall and near the main entrance gate of the Hospital but not in the main hall so that free passage is not blocked and hospital does not give a congested look.
46. Pharmacy area should be huge, adequate to accommodate expected daily footfall and near the exit gate of the hospital so that patient may take medicine and leave.
47. Any other facilities as deemed fit.



CHAPTER - 7

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES



CHAPTER-7

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

- 7.1 The Consultant will be paid an approved fee as per his letter of appointment issued by PWD. The Consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently.

PWD shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Consultancy Services detailed in this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.

Payment due to the Consultant against its fee at all stages shall be computed and made as per schedule of payment.

TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. PWD will provide a certificate of TDS deduction made to the Consultant.

7.2 MODIFICATIONS, ADDITIONS AND ALTERATIONS:

The PWD shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.

The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the PWD.

In case, the actual built-up area of the hospitals is increased from the area as mentioned in financial bid, the increased area shall be paid @50% of the per sqm rate as per the agreement.

In case, the actual built-up area of the hospitals is decreased from the area as mentioned in financial proposal, the payment shall be made at per sqm rate mentioned in the agreement for actual area.



7.3 PAYMENT OF FEE:

1. The consultant shall be paid fees referred in above, in the manner laid down in payment schedule. The fees shall be adjusted subsequently to ensure that the total fees payable to the consultant does not exceed even after readjusting the same sub-head wise. The employer shall, however, have the liberty to omit, postpone or not to execute any work but the consultant shall not be at liberty to omit, postpone or not execute any work. The consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the service actually rendered by them and same accepted by Department.
2. The consultation fees as per the schedule of fees are inclusive of fees payable by the Consultant to any other sub-consultant including Art work/green building consultant and Associates if engaged by him and nothing extra shall be payable by the employer on this account.
3. The fees payable to the consultant shall be in full discharge of functions to be performed by the consultant and no claim whatsoever against the employer in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The consultant shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending against such claims.
4. If the consultant fails to execute any sub-component within specified time / extended time (as approved by Engineer-in-charge) or the same is not to the satisfaction of Engineer-in-Charge then the Engineer-in-Charge may get the same component executed at the risk and cost of consultant. The whole expenditure thus incurred for satisfactory execution of sub-component shall be deducted from the amount due to consultant. The decision of Engineer-in-Charge will be final and binding.



7.4.1

PAYMENT AND TIME SCHEDULE

S. NO.	Activities	% of total fee payable	Cumulative %	Time Schedule	
				Period	Cumulative Period
A	PRELIMINARY STAGE				
1	Submission and approval of feasibility report, submission and approval of master plan, system Plan incorporating the strategy for the total project delivery, design methodology, Conceptual drawings, Layout Plan.	5	5	1.5 months	1.5 months
2	On Submission of preliminary project report including preliminary drawings and approval of preliminary cost estimate of all project components.	5	10	1.5 months	3.0 months
B	APPROVAL STAGE				
3	On preparation of submission plan, model, reports EIA study, submission and obtaining approval from local bodies and Environmental clearance etc.	15	25	2.0 months	5.0 months
C	DETAILED DESIGN STAGE				
4	On submission and approval of preliminary architectural drawings for Structural design and service drawings, preliminary structural design and drawings with the input from proof consultants and all services drawings.	5	30	1.0 months	6.0 months
5	On submission and approval of Detailed Estimate & Details of measurement, Analysis of rate, tender drawings, specification and tender document/NIT.	15	45	1.0 months	7.0 months
6	On submission and approval of Detailed Architectural & Service Drawings and submission and approval of proof checked structural design and drawings.	10	55	1.0 months	8.0 months
7	On issue of final "good for construction" architectural, structural, service and detailed drawings.	15	70	1.0 months	9.0 months
D	CONSTRUCTION STAGE				
8	On completion of 50% of construction work.	10	80	12.0 months	21.0 months
9	On completion of 100% of construction work.	10	90		
E	POST CONSTRUCTION STAGE				
10	On submission and approval of as – built completion drawings. and obtaining completion certificate from local body, getting site inspected and submitting replies to objections.	5	95	3.0 months	24.0 months

Amount @1% of final bid amount will be withheld from the running bills for not achieving the time schedule for activities mentioned at s. no. 1,2,3 and 5. This amount will be released/adjusted after sanction of EOT from the competent authority.

Executive Engineer
Health Project Division (West),
PWD, GNCTD, Indira Gandhi Hospital,
Sector-9, Dwarka, Delhi



CHAPTER - 8

CONDITIONS OF CONTRACT



CHAPTER-8

CONDITIONS OF CONTRACT

8.1 General Provisions:

8.1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings:

- a) "Applicable law" means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Contract" means the contract including all Annexes hereto and all documents herein attached and the amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT;
- c) "Effective Date" means the date on which this contract comes into force and effect pursuant to condition 2.1 below;
- d) "Consultant" - "Consultant" shall mean (name of firm) a firm of Architects, Engineers and Experts engaged for the project having its registered office at appointed by the PWD for providing the comprehensive consultancy services for the development of campus.
- e) APPLICANT / BIDDER: Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this RFP.
- f) "Personnel" means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof;
- g) "Party" means the PWD or the Consultant, as the case may be and parties mean both of them.
- h) "Comprehensive Services" means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in Chapter-6.
- i) "Sub Consultant" means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of Contract Condition;
- j) "Third Party" means any person or entity other than the Government, the PWD, the Consultant or sub Consultant;
- k) "Engineer-in Chief" means the Engineer-in-Chief, Public Works Department(PWD);
- l) "Superintending Engineer" means the Superintending Engineer Health Projects-1, PWD (GNCTD), Delhi or his successor or legal assignee.
- m) "Engineer-in-charge" means Executive Engineer, Health Project Division (West), PWD (GNCTD), Delhi or his successor or legal assignee.
- n) "PWD" means Public Works Department, Govt. of National Capital Territory of Delhi.
- o) "GNCTD" means Government of National Capital Territory of Delhi.
- p) "Project" shall mean the buildings, other facilities and allied works within the hospital plots at Bindapur, Delhi.
- q) "Project Cost" means the assessed cost of the Project excluding the cost of land,



Comprehensive Services Consultant's fee.

- r) "YEAR" Means "Financial Year" until and unless stated otherwise.
- s) "Approved" shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.
- t) "Employer" means the Govt. of NCT of Delhi acting through the Engineer-in-Charge of the Public Works Department.
- u) "Department" means Public Works Department through Engineer-in-Charge until and unless stated otherwise.

8.1.2 Relation between the parties:

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the PWD and the Consultant. The Consultant, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them on his behalf.

8.1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Delhi State.

8.1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

8.1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

8.1.6 Notices

8.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified below.

Executive Engineer
Health Project Division (West),
PWD, GNCTD, Indira Gandhi Hospital,
Sector-9, Dwarka, Delhi

For the Consultant

Address :
Attention :
TelephoneNo. :
Mobile Phone No.
Facsimile :
E-mail :

(Note: Fill in the Blanks)



Notice will be deemed to be effective as specified below.

- (a) In the case of personal delivery or registered mail, on delivery;
- (b) In the case of telegrams, 48-hours following confirmed transmission; and
- (c) In the case of facsimiles, 48-hours following confirmed transmission.

8.1.6.2 A party may change its address for notice here under by giving the other party notice of such change.

8.1.7 Authorized Representatives:

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the PWD or the Consultant may be taken or executed by the officials specified below.

For PWD: Executive Engineer, PWD or any other person nominated by the Engineer-In-Charge

For the Consultant:

(Note: Fill in the Blanks)

8.2. Commencement, Completion, Modification and Termination of Contract

8.2.1 Effectiveness of Contract

This contract shall come into force and effect from the 10th day from the date of the letter of acceptance of the offer by PWD for Comprehensive Consultancy Services.

8.2.2 Commencement of services

The Consultant shall begin carrying out the services at the end of such time period after the effective date.

8.2.3 Expiration of contract /Contract Period/ Defect Liability Period

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required. Any deficiencies in the project after its completion are to be rectified. Engineer-in-Charge will inform the Comprehensive Services Consultant about rectification within 90 days of Consultant submitting that work is over.

8.2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

8.2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.



8.2.6 Force Majeure

8.2.6.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent).
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

8.2.6.2 No Breach of Contract:

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

8.2.6.3 Measures to be taken:

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.2.6.4 Extension of Time:

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

8.2.6.5 Consultation:

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.



8.2.7 Suspension:

The Engineer-in-Charge may serve notice to the consultant if he / she fails to perform any of their obligations under this contract and may request the consultant to remedy such failure within a period of not exceeding 30 days after issuance of notice. In case, the remedial action is not taken by the consultant during this period, all future payments may be stopped by the Engineer-in-Charge.

8.2.8 Termination of Contract:

The Engineer-in-Charge may, by not less than thirty (30) days of written notice of termination to the Consultant except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition no. 2.8, terminate this contract:

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no.2.7 herein above, within thirty(30) days of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;
- (b) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 thereof;
- (d) if the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the PWD and which the consultant know to be false;
- (e) If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- (f) If the Consultant is in breach of any terms of agreement.
- (g) If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or
- (h) if the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract
- (i) If the owner decides to curtail or totally abandon the work, then payment to the consultant will be made up to stage of work completed.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- a) To determine or rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

On such determination/rescission of the agreement, security deposit already recovered and performance guarantee under this agreement shall be liable to be forfeited and shall be absolutely at the disposal of the Government.



8.2.8.1 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Contract Conditions hereof, or upon expiration of this Contract to Contract Condition hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition hereof;
- (iii) Any right which a Party may have under the Applicable Law.

8.2.8.2 Cessation of Services:

Upon termination of this Contract by notice pursuant to Contract Conditions hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Condition thereof.

8.2.8.3 Payment upon Termination:

Upon termination of this Contract pursuant to Contract Condition hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the PWD):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination.
- (ii) Except in the case of termination pursuant to Contract Condition hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

8.2.8.4 Forfeiture of Performance Guarantee upon termination of contract:

In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee and security deposit shall be forfeited which shall be absolutely at the disposal of the PWD.

8.3 Obligations of the Consultant:

8.3.1 General:

8.3.1.1 Standard of Performance:

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the PWD, and shall at all times support and safeguard the PWD's legitimate interests in any dealings with sub-Consultant or third parties. The Consultant shall also suggest and recommend remedial measures for timely completion of the project.



8.3.1.2 Law Governing Services:

The Consultant shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Consultant, as well as the personnel and agents of the Consultant and any sub-Consultant comply with the Applicable Law. If required the Engineer-in-Charge shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

8.3.2 Confidentiality:

The Consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within three (3) years after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by him under, this contract or PWD operations without the prior written consent of the Engineer-in-Charge.

8.3.3 Liability of the Consultant:

Subject to additional provisions, the Consultant's liability under this contract shall be as provided by the Applicable Law.

- A. Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant with respect to damage caused by the Consultant to the PWD shall not be liable to the PWD:
 - (i) For any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds:
 - a) The total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or
 - b) The proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- B. This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

8.3.4 Professional liability Insurance to be taken by the Consultant:

The Consultant shall indemnify and hold harmless PWD, his agents, representatives and employees against any suit, damages, demands, claims, costs etc. arising out of or in any way connected with the negligent acts or omissions of the Consultant, his employees, agents, representatives in the performance of the CONSULTANT's obligations under this contract and for this purpose shall take out and maintain a Professional Indemnity-Insurance Policy with a Nationalized Insurance Company by paying a premium limited to 0.2% of the fee per annum till the currency of the agreement or period of 10 years whichever is earlier. A copy of the policy shall be deposited with the Engineer-in-Charge.

8.3.5 Consultant's Actions requiring PWD (GNCTD)'s prior Approval:

The consultant shall obtain prior approval of the Engineer-in-Charge in writing before entering into a subcontract for the performance of any part of the Services, it being understood



- (a) That the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Engineer-in-Charge prior to the execution of the sub-contract.
- (b) That the Consultant shall remain fully liable for the performance of the Services by the sub-consultant and it's Personnel pursuant to this Contract.

8.3.6 Reporting Obligations:

The consultant shall submit to the Engineer-in-Charge the reports and documents specified in Scope of Comprehensive Consultancy Services, in the form, in the numbers and within the time periods as specified or as directed by the Engineer-in-Charge.

8.3.7 Documents prepared by the Consultant to be the property of the PWD(GNCTD):

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the services shall become and remain the property of the PWD, and the Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Engineer-in-Charge, together with a detailed inventory thereof. The consultant may retain a copy of such documents. The Consultant shall not use these documents for purposes unrelated to this contract without the prior written approval of the PWD.

8.3.8 Material furnished by the Engineer-in-Charge:

The material made available to the Consultant by the Engineer-in-Charge shall be the property of the Engineer-in-Charge and shall be marked accordingly. Upon termination or expiration of this agreement, the consultants shall furnish forthwith to the Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

8.3.9 PERFORMANCE GUARANTEE:

- i) The Consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount as per proforma at Annexure-O in the form of Bank Guarantee in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-charge, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. in case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.



- ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy work by the competent authority, the performance guarantees shall be returned to the consultant, without any interest.
- iii) The Engineer-in-charge/PWD shall not make a claim under the performance guarantee except for amounts to which PWD is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors agreement) in the event of:
 - (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim full amount of the Performance Guarantee.
 - (b) Failure by the consultant to pay PWD any amount due, either as agreed by the consultant or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the PWD.
- v) **Forfeiture of Performance Guarantee**

If the agency withdraws his offer or make any changes in his offer after award of consultancy work, 100 % of the performance guarantee will be forfeited by the PWD.

Further, if the consultant does not start the work after award of work, the performance guarantee submitted by him/her will be forfeited by the PWD. In the above eventuality, the consultant will be debarred from participation in retendering process of this work. (Refer to Annexure-O for an undertaking to be submitted in this regard).

8.4 SECURITY DEPOSIT:

8.4.1 An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.

8.4.2 The security deposit shall be refunded on completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.



8.5. ABANDONMENT OF WORK:

- 8.5.1** If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the Engineer-in-Charge may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Engineer-in-Charge subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. The PWD may make full use of all or any of the drawings prepared by the consultant and proceed from the stage from where the consultant left the work.
- 8.5.2** If at any time after acceptance of offer of consultancy, PWD decides to abandon or reduce the scope of work for any reason whatsoever, the PWD shall give notice to the consultant in writing to that effect and he shall act accordingly. The consultant have no claim to any payment of compensation or otherwise whatsoever. The consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

8.6 RIGHTS & RESPONSIBILITY:

- 8.6.1** The responsibilities about the soundness, correctness and efficiency of the proposal shall rest with the Consultant.
- 8.6.2** All plans, designs and data collected for this project shall be the property of PWD. The Consultant shall have no right to them in any way without the written consent of the Engineer-in-Charge (PWD). The entire information as furnished to the Consultant as well as that gathered by the Consultant in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person. The Consultant shall also indemnify PWD from and against all claims and proceedings for or on account of infringement of any patent rights, etc. in respect of each and every part of the work. Such indemnity shall be furnished to the Engineer-in-Charge upon acceptance of quotation and before any payment is made.
- 8.6.3** The proof checking, if any, got done by a third party by the PWD shall not absolve the lead consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the consulting firm and the consultants shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.

8.7 NUMBER OF DOCUMENTS AND COPYRIGHT:

- 8.7.1** All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of PWD shall be submitted in triplicate. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with one reproducible in A-1 or large size along with a soft copy in CD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.



8.7.2 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

8.8. GENERAL CONDITIONS:

8.8.1 The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.

8.8.2 The Engineer-in-Charge will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.

8.8.3 The Proposals shall be based on National code of practice, BIS codes, IRC codes, relevant codes for E&M services, local bye-laws, environmental regulations and design norms and sound engineering practices.

8.8.4 The Consultant shall render every assistance, guidance and advise in general to the Engineer-in-Charge on any matter concerning the technical aspects of the project.

8.8.5 The Consultant shall promptly notify the Engineer-in-Charge of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in- Charge. But until its termination by the Engineer-in-Charge as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

8.8.6 The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as consultant and give related advice regarding the project.

8.8.7 The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings/ conferences and making suitable presentations.

8.8.8 Consultant's professional's fees are also inclusive of responsibilities of carrying out modifications in design and drawings

8.8.9 The Consultant shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

8.9 RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL:

8.9.1 The consultant shall be responsible for accuracy of the data collected and the designs, drawings and construction drawings prepared by him as a part of the Project. He shall indemnify the PWD through a performance guarantee to be deducted as per this agreement against any action arising out of such inaccuracies in the work, which might surface at any time at a later date of implementation of the project.

8.9.2 The bank guarantee shall be valid for the entire period of the consultancy contract including extensions, if any. The bank guarantee shall be released on successful completion of consultancy work and on finding the accuracy of data/design/ drawings by the PWD including data supplied by the consultant in the technical bid.



8.9.3 Release of Performance Guarantee:

The performance guarantee shall be refunded to the consultant soon after the completion of the work and recording of the completion certificate.

8.10 APPROVAL AND LIABILITIES

- 8.10.1** The Consultant shall inform the PWD about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of the PWD for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 8.10.2** The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.
- 8.10.3** The Consultant shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specifications, and his own concept. Appointment of PWD's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.
- 8.10.4** It shall be responsibility of the Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 8.10.5** The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the PWD in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 8.10.6** The drawings, design, related details, and specifications prepared and acquired by the Consultant for the work entrusted to him under this agreement shall become the property of the PWD. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of the PWD.
- 8.10.7** The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the PWD.
- 8.10.8** The Consultant shall indemnify and keep indemnified the PWD any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by the PWD in defending themselves against such claims.
- 8.10.9** The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. If the overall deviation in cost, due to default / wrong estimation of the consultant is more than 10% or deviation of any individual item is more than 30%, then the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account shall be 5% of the total fee payable to the consultant. The decision of the Engineer-in-Charge whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.



8.10.10 The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force Engineer-in-Charge to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 2% of cost of such missing items shall be levied on the consultant. The maximum compensation payable on this account shall be 5% of the total fee payable to the consultant. The decision of the Engineer-in-Charge with respect to missing items shall be final and binding on the consultant.

8.11 CONSULTANT'S PERSONNEL:

8.11.1 General:

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

8.11.2 Description of Personnel:

- (a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel are described in Technical proposal conditions.
- (b) If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.
- (c) If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant.

8.11.3 Approval of personnel

The key personnel listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data.

8.11.4 Removal and/or Replacement of Personnel:

1. Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the consultant, it becomes necessary to replace any of the personnel, the consultant shall forthwith provide as a replacement another person of equivalent or better qualifications, with approval of the Engineer-in-Charge.
2. If the Engineer-in-Charge (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the written request of the Engineer-in-Charge specifying the grounds therefore, forthwith provide as are placement a person with qualification and experience acceptable to the Engineer-in-Charge.



8.12 OBLIGATIONS OF THE ENGINEER-IN-CHARGE:

8.12.1 Changes in the Applicable law:

- (i) The tendered consultancy fees shall be inclusive of GST. Further, if any new tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of the bids including extensions if any and the consultant thereupon necessarily and properly pays such taxes/levies/cess, the consultant shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the consultant) attributable to delay in execution of work within the control of the consultant.
- (ii) The consultant shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Govt. and /or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The consultant shall, within a period of 30 days of the imposition of any such new tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

8.12.2 PAYMENT:

In consideration of the services performed by the Consultant under this Contract, the PWD shall make to the Consultant such payments and in such manner as is provided in this Contract.

8.13 PAYMENTS TO THE CONSULTANT:

8.13.1 Currency of Payment:

All payments shall be made in Indian Rupees.

8.14 FAIRNESS AND GOODFAITH:

8.14.1 Good Faith:

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.14.2 COMPENSATION/LIQUIDATED DAMAGES AND PENALTIES:

8.14.2.1 The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, the consultant shall be liable for a compensation at the rate of 1.5% of agreed fee per month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of the Superintending Engineer of concerned project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.



8.14.2.2 Operation of the Agreement:

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to clauses of this document.

8.14.2.3 Warning /Debarring:

In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility-cum-Preliminary Design Report causing adverse effect on reputation of the PWD, other penal action including debarring the Consultant for certain period may also be initiated as per policy of PWD.

8.15.0 SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out for 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 the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.;

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer, PWD in writing for written instruction or decision. Thereupon, the Superintending Engineer, PWD shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

If the Superintending Engineer, PWD fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending Engineer, PWD the consultant may, within 15 days of the receipt of Superintending Engineer, PWD decision, appeal to the Chief Engineer (Health), PWD who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Pr. Chief Engineer (Projects), PWD shall give his decision within 30 days of receipt of consultant's appeal.

If the consultant is dissatisfied with the decision of the Chief Engineer (Health), the consultant may within 30 days from receipt of the Chief Engineer (Health), PWD decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer (Health), PWD. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal.



The constitution of the Dispute Redressal Committee (DRC) is as follows:-

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC.
A. DRC for total claims more than Rs. 5 Lakh: - 1. Chairman - Chief Project Manager (Flyover), PWD (GNCTD). 2. Member –Superintending Engineer Health –2, PWD (GNCTD) 3. Member – Director (Works) 4. Member Secretary- Superintending Engineer (Health)-1(No part in decision making, only to present the case).	Chief Engineer (Health), PWD, Delhi
B. DRC for total claims up to Rs. 5 Lakh: - 1. Chairman –Superintending Engineer Health-2, PWD (GNCTD) 2. Member – Any Two Executive Engineers from Projects other than Executive Engineer, Health Project Division (West), PWD, GNCTD. 3. Member Secretary- Executive Engineer Health Project Division- (West) (No part in decision making, only to present the case).	Chief Engineer (Health), PWD, Delhi

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Chief Engineer(Health) for appointment of arbitrator on prescribed Performa as per Annexure-P, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer (Health), PWD, in charge of the work or if there is no Chief Engineer (Health), the Principal Chief Engineer or if there is no Pr. Chief Engineer, the Engineer in Chief, PWD or if there is no Engineer in Chief, PWD then the Principal secretary, PWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer (Health) of the appeal. It is also a term of this contract that no person, other than a person appointed by



such Chief Engineer (Health), PWD or Engineer in Chief, or Principal Secretary, PWD, as aforesaid, should act as arbitrator and if for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iii) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) /Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1, 00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

8.16.0 Foreclosure/ Part Foreclosure:

If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the consultant by not less than thirty (30) days and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge.

The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

Carrying out Part Work at Risk and Cost of Consultant:

If the consultant:

- (i) At any time makes default during currency of the contract or does not execute any part of the scope of work with due to diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or



- (ii) Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to PWD, by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the consultant's hands and shall have powers to:

- (a) Take possession of all the drawings, documents etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the consultant.

The Engineer-in-Charge shall determine the amount, if any, that is recoverable from the consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the consultant. The liability of consultant on account of loss or damage suffered by PWD because of action under this clause shall not exceed 10% of the tendered fee of the consultant.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the PWD are less than the amount payable to the consultant as determined by the Engineer-in-Charge for the work in question, the difference shall not be payable to the consultant.

Any excess expenditure incurred or to be incurred by PWD in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the PWD as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to PWD in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30days.

In the event of above course being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant.



CHAPTER 9

AGREEMENT



CHAPTER-9 AGREEMENT

9.1 The agreement made this _____ day of _____ Two Thousand Eighteen between the Public Works Department (PWD), Government of National Capital Territory of Delhi and _____ (name of consultant) on the other hand, hereinafter known as the Consultant, which includes its authorized representatives, and legal heirs, for the work **Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi** at tendered amount of Rs..... (Rupees.....)

And whereas the PWD has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing comprehensive consultancy services for implementation of the aforementioned Project and whereas the PWD has accepted the offer of the consultant on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Press Notice (Chapter-1)
 - (b) Request for proposal for Comprehensive Consultancy Services(Chapter-2)
 - (c) Information and Instructions for Bidders for E-Tendering and Submission of Documents(Chapter-3)
 - (d) Technical Bid (Stage-I) and Presentation (Technical Bid Stage-II) Process and Evaluation (Chapter-4)
 - (e) Scope of Comprehensive Consultancy Services(Chapter-5)
 - (f) The functional requirement of hospital in Bindapur (Chapter-6)
 - (g) Fee for Comprehensive Consultancy Services (Chapter-7)



- (h) Conditions of Contract (Chapter-8)
 - (i) Agreement (Chapter-9)
 - (j) Integrity Pact & Agreement (Annexure H & I)
 - (k) Financial Proposal and Abstract of Consultancy Fee (Annexure-N &M)
 - (l) Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc. (to be decided at the time of award)
3. In consideration of the fee to be paid by the PWD to the Consultant as agreed to between the parties, the consultant hereby covenants with the PWD to provide the consultancy services in conformity in all respect with the provision of this contract.
4. The PWD hereby covenants to pay the consultancy in consideration of the provision of consultancy services the contract fee at times and in the manner prescribed by the contract.

Executive Engineer
Health Project Division (West),
PWD, GNCTD, Indira Gandhi Hospital,
Sector-9, Dwarka, Delhi

CONSULTANT

WITNESS:

1.

2.



APPENDIX- I

TECHNICAL PROPOSAL



Annexure - A

DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects used in this document during the last 7 years)

S. No.	Name of project & location	Owner or sponsoring organization	Cost of project In Crore/ Total Built Area of the project (excluding basement etc.)	Date of commencement as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder



Annexure - B

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No	Name of Project & location	Owner or sponsoring organization	Cost In Crore/ Total Built Area of the project	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder



Annexure - C

LIST OF OVERALL MAJOR/ IMPORTANT PROJECTS DESIGNED BY THE FIRM SINCE INCEPTION

S. No.	Name of Project & location	Owner or sponsor of project	Cost of Project in Crore/Total Built Area of the project	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder



Annexure - D

PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE- A AND ANNEXURE- C

- 1) Name of Project and Location :
- 2) Agreement No. :
- 3) Estimated Cost :
- 4) Tendered Cost :
- 5) Date of Commencement :
- 6) Date of Completion
a) Stipulated date of completion :
b) Actual date of completion :
- 7) Amount of compensation levied for delayed Completion, if any :
- 8) Performance Report :
- 9) **List of facilities completed in the project (with reference to Experience of similar projects in the RFP document.)**

Dated:

EMPLOYER



Annexure - E

ORGANISATIONAL DESCRIPTION AND DETAILS

- (1) Name & Address of the Bidder with Telephone No./Fax No.
- (2) Firm Inception Details
 - a) Year of Establishment
 - b) Date & year of commencement of practice
- (3) Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
- (4) Particulars of registration with various Government bodies (attach attested photo-copy)

<u>Organization/ Place of registration</u>	<u>Registration No.</u>
a)	
b)	
- (5) Names and Titles of Directors & Officers with designation to be concerned with this project.
- (6) Designation of individuals authorized to act for the organization.
- (7) Was the Bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.
- (8) Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.
- (9) Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.
- (10) Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
- 11) In which field of Consultancy the Bidder has specialization? List the specialization areas for which the firm has in-house capability?
- 12) Any other information considered necessary but not included above.

Signature of Bidder



Annexure - F (A)

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT (List the personnel available in organization of bidder)

S.No.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

(Note: After award of contract, PWD expect all of the proposed key personnel to be available during implementation of the contract. The PWD will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)



Annexure – F (B)

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER

S. No.	Name of Discipline	Details of Discipline	Role in this project	Remarks
1	2	3	4	5

Signature of Bidder



Annexure-F(C)

List of the personnel available with Sub-Consultants associated with bidder

S.No	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder



ANNEXURE-G

ORGANIZATIONAL STRUCTURE AND CAPABILITY OF BIDDER

S. No.	Field of Specialization/ Personnel	No. available with Bidder exclusively	Name	Qualification	Designation	Detail of Experience	Remarks
1	Lead/ Senior Architect/Team Leader						
2	Architect						
3.	Hospital Consultant						
4.	Interior Designer/ Furniture Expert						
5.	Structural Engineer						
6.	Electrical and Mechanical services and installations design Engineer for ESS, DG Set, UPS, Internal EI,W/Sip						
7.	Fire Fighting and Fire Alarm Expert/ Consultant						
8.	HVAC/Mechanical Engineer						
9.	Public Health Engineer/ Water Supply Design Engineer						
10.	Environmental Design and Energy Expert						
11.	Project Engineer (Civil)						
12.	Project Engineer (E&M)						
13.	Audio & Audio-Visual System Expert						
14.	Network and LAN Engineer						
15.	Acoustics Engineer/Expert						
16.	Artist for Art work						
	Total						

Signature of Bidder

Annexure-H
Undertaking: Integrity Pact

PWD

UNDERTAKING FOR INTEGRITY PACT

To,

Executive Engineer,
-----,

Dear Sir,

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

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

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

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the RFP, PWD, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Duly authorized signatory of the Bidder)



Annexure-I

Integrity Pact

PWD

To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of PWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at -----**----- on this ----**---- day of -----**-----20-----
**--

BETWEEN

PWD, GNCTD represented through Executive Engineer, Health Project Division (West), PWD, Delhi.

-----**-----

PWD, GNCTD., -----**-----, (Hereinafter referred as the
(Address of Division)

PWD, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

-----**-----

(Name and Address of the Consultant / Firm/Company)

Through -----**----- (Hereinafter referred to as the
(Details of duly authorized signatory)
"Bidder/Consultant" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).
Preamble

WHEREAS the PWD has floated the RFP (RFP No. -----**-----) (hereinafter referred to as "RFP/Bid") and intends to award, under laid down procedure, contract for -----
-----**-----

(Name of work)

Hereinafter referred to as the "Contract"

AND WHEREAS PWD values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Consultant(s)

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

****to be filled by Executive Engineer**

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



Article 1: Commitment of PWD

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

Article 2: Commitment of the Bidder(s)/Consultant(s)

- I. It is required that each Bidder/Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/PWD all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- II. The Bidders(s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (i) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the PWD employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (ii) The Bidder(s)/Consultant(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (iii) The Bidder(s)/Consultant(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Consultant(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the PWD as



part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (iv) The Bidder(s)/Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (v) The Bidder(s)/Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (vi) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- (vii) The Bidder(s)/Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the PWD under law or the Contract or its established policies and laid down procedures, the PWD shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the Bidder/Consultant accepts and undertakes to respect and uphold the PWD's absolute right:

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

Article 4: Previous Transgression

- I. The Bidder declares that no previous transgressions occurred in the last 5 years with any



other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- II. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Consultant as deemed fit by the PWD.
- III. If the Bidder/Consultant can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the PWD may, at its own discretion, revoke the exclusion prematurely.

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

- I. The Bidder(s)/Consultant(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Consultant shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors/sub-vendors.
- II. The PWD will enter into Pacts on identical terms as this one with all Bidders/Consultants and Contractors.
- III. The PWD will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 09 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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



Article 7- Other Provisions

- I. This Pact is subject to Indian law, place of performance and jurisdiction is the Headquarters of the Division of the PWD, who has floated the Tender.
- II. Changes and supplements need to be made in writing. Side agreements have not been made.
- III. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the in original intentions.
- IV. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the PWD in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of PWD)

(For and on behalf of Bidder/Consultant/ Contractor)

Witnesses:

I. ----- (SIGNATURE, NAME AND ADDRESS)

II. ----- (SIGNATURE, NAME AND ADDRESS)

Place:

Dated:



Annexure-J

AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To

Executive Engineer,
-----,

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Consultant on back to back basis. Further that, if such a violation comes to the notice of PWD, then I/we shall be debarred for tendering in CPWD/PWD in future forever. Also, if such a violation comes to the notice of PWD before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)



Annexure-K

Curriculum Vitae (CV) for each staff member (To be deployed on the Project)

Proposed Position on this work : _____
Name of Firm : _____
Name of staff : _____
Nationality : _____
Profession : _____
Year with the Firm : _____
Details of tasks Assigned : _____

Qualification:

(Summarize College/ University and other specialized education of staff member giving names of college/ institution, year of passing and degree obtained in about Quarter of a page)

Language:

(Include proficiency in speaking, reading and writing each language by a degree of (Excellent/Good/Fair or Poor)

Employment Record & Present Commitments:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give type of activities performed and references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading: Give outline of staff member's experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day/Month/Year : _____

Signature of staff member : _____

Authorized Official from the firm : _____

Note:

- (i) Please attach proposed "Work Program" and time schedule for technical personal for all ongoing projects including this project in man-days.
- (ii) The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. **The each CV will be countersigned by the proprietor of Consultancy firm in blue ink.**



ANNEXURE-L

FINANCIAL INFORMATION

Name of the firm / contractor.....**

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Fig in Rs. Lakh

S.No.	Particulars	Financial Years				
		2013 - 2014	2014 - 2015	2015 - 2016	2016-17	2017-18
i	Gross Annual Turnover					
ii	Turnover on works					
iii	Profit / Loss					

SIGNATURE OF BIDDER(S)

Signature of Chartered Accountant with Seal



Annexure-M

CONFIRMATION FOR SUBMISSION FINANCIAL BID

To

Executive Engineer,
Health Project Division (West),
PWD, GNCTD, Indira Gandhi Hospital,
Sector-9, Dwarka, Delhi

Sub:

Sir

I/We ----- Consultant have uploaded financial bid for the evaluation for above work as per the scope given under terms of reference.

Yours faithfully,

Signature -----

Full Name -----

Designation -----

Address -----

Tele Nos.:(O) ----- (R) -----

E-mail: -----

Fax No: -----

(Authorized Representative of the Consultant)



APPENDIX- II

FINANCIAL PROPOSAL



Annexure- N

ABSTRACT OF CONSULTANCY FEE

S. No.	Description	Qty.	Unit	Quoted Rates (in Rs.)	
				Rates (in figures)	Rates (in words)
1.	Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi	10000	Sqm	Online Submission Only	
	TOTAL				



APPENDIX-III

OTHER DOCUMENTS



Annexure – O

UNDERTAKING

I/We have read and examined the Technical Bid (Stage-I & II) and Financial Bid documents.

I/We hereby tender for the execution of the work: Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of New Hospital at Bindapur, Delhi within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by Engineer-in-Charge (PWD).

We agree to keep the tender open for 120 (one hundred twenty) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said PWD or his successors in office shall without prejudice to any other right or remedy be at liberty cancel the award of work absolutely. Further, If I/We fail to commence work as specified, I/WE agree that the said PWD or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated -----

Signature of Consultants

Postal Address

Witness:

Address:

Occupation:



Annexure – P

PROFORMA FOR PERFORMANCE GUARANTEE

(BANK GUARANTEE BOND)

In consideration of the having offered to accept the terms and conditions of the proposed agreement be PWD..... and
(Hereinafter called the said Consultant(s) for the work.....

(Hereafter called the said agreement) having agreed to production of a irrevocable bank guarantee for Rs.....(Rs. only) as a security/ guarantee from the contractors (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Hereinafter referred to as the Bank) hereby (indicate the name of the bank) undertake to pay to the PWD an amount not exceeding Rs..... only on demand by the PWD.

2. We do hereby undertake to pay the amounts due (indicate the name of the bank) and payable under this guarantee without any demure, merely on a demand from the PWD stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs.....only)

3. We, the said bank further undertake to pay to the PWD any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.

4. We further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the PWD under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the PWD certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of the bank) further agree with the PWD that the PWD shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the PWD against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the PWD or any indulgence by the PWD to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



6. This guarantee will not be discharged due to the change in the constitution of the bank or the Consultant(s).
7. We (indicate the name of the bank) lastly undertake not to revoke this Guarantee except with the previous consent of the PWD in writing.
8. This guarantee shall be valid upto unless extended on demand by PWD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
9. Dated..... the..... day of for..... (Indicate the name of bank)

Dated:

Signed for and behalf of the Consultant /Firm

Witnesses:

(Authorized signature of the firm)

1. -----
(Name and Address)
2. -----
(Name and Address)



Annexure – Q NOTICE FOR APPOINTMENT OF ARBITRATOR

To,

The Pr. Chief Engineer (Projects)
PWD (GNCTD),
M.S.O. Building, I.P. Estate,
New Delhi-110002

Dear Sir,

In terms of Arbitration clause of the agreement, particulars of which are given below, I /we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of Bidder
2. Whether Bidder is Individual/ Prop. Firm/ Partnership Firm/Ltd. Co.
3. Full address of the Bidder
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision.
18. Date of appeal to you.
19. Date of receipt of your decision.

Specimen signature of the Bidder (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims.
- 2.
- 3.

Yours faithfully,

(Signature)

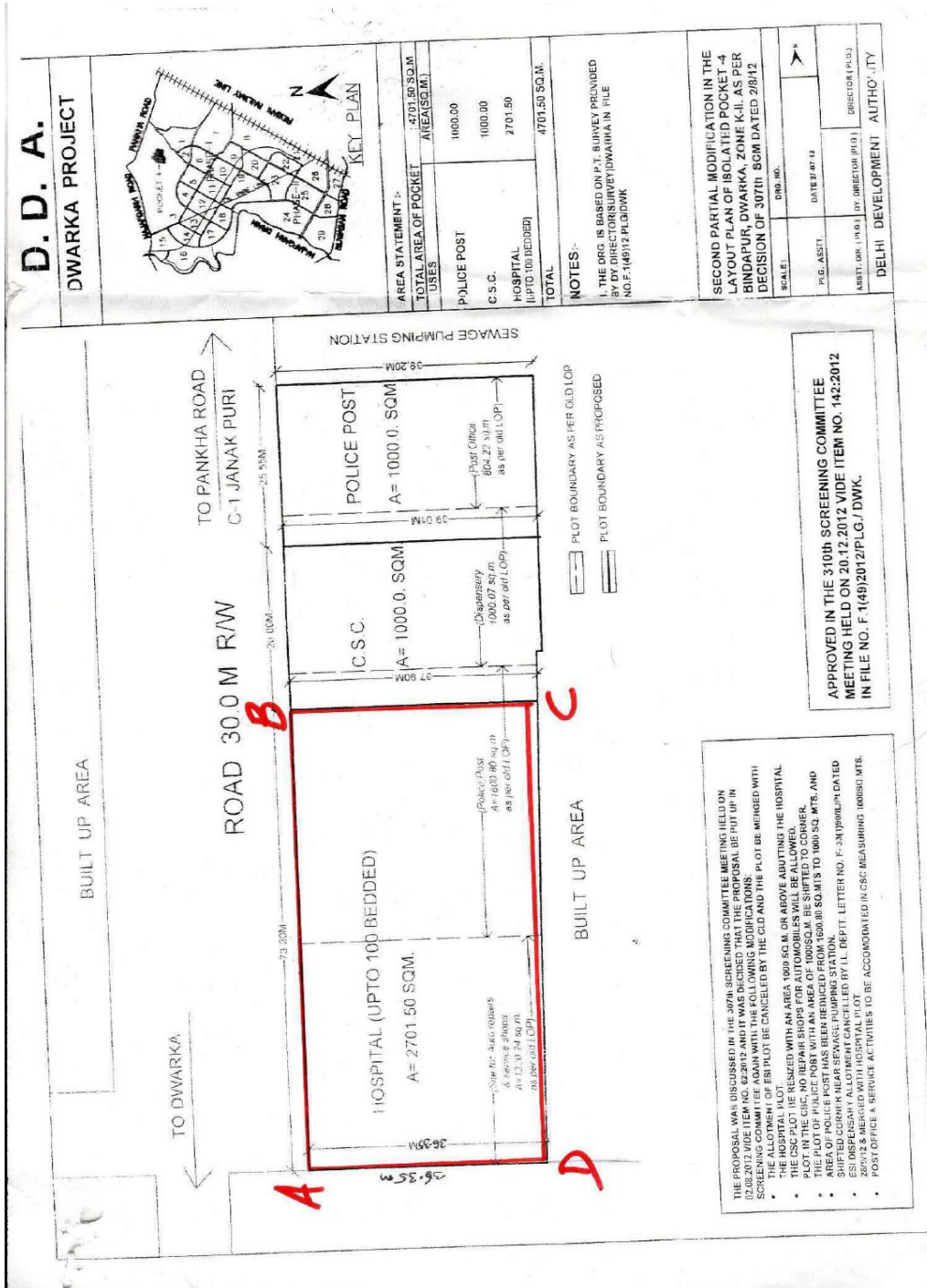
Copy in duplicate to:

Executive Engineer, Health Project Division (West), PWD (GNCTD), Indira Gandhi Hospital, Sector-9, Dwarka, New Delhi-77.



SITE PLAN / LAYOUT PLAN

Name of work: Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, Delhi





Receipt of Deposition of Original EMD

(Receipt No. / date))

Tender ID No.: 2019_PWD_180135_1

1. Name of Work : **Consultancy Services for Comprehensive Architectural & Engineering Planning and Designing for Construction of Hospital at Bindapur, Dwarka, New Delhi**
2. NIT No. : 35/CE/HMZ/PWD/2018-19 (Revised)
3. Estimated Cost : Rs. Nil.
4. Amount of Earnest Money Deposit : Rs. 50,000/- (in favour of Executive Engineer, M-123,PWD, DGER COMPLEX, SECTOR 3, DWARKA, NEW DELHI)
5. Last date of submission of Bid : Upto 15:00 Hrs. on **27.09.2019**.

1. Name of Contractor: #
2. Form of EMD: #
3. Amount of Earnest Money Deposit: #
4. Date of submission of EMD: #

Signature

.....

Name and Designation of EMD
Receiving Officer (EE/AE(P)/ AE/AAO)
Along with Office Stamp
(# to be filled by EMD receiving EE)



1. The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO.
2. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically.
3. The original EMD receiving Executive Engineer shall release the EMD after verification from the e-tendering portal website (<https://govtprocurement.delhi.gov.in>>advance search>awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.
4. The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.

END OF THE DOCUMENT

