

**PUBLIC WORKS DEPARTMENT  
GOVT. OF DELHI**

File no. 54(2)/BPD B-232/PWD/2014/54

Dated: 19/12/2014

**NOTICE INVITING BIDS FOR THIRD PARTY INSPECTION / QUALITY ASSURANCE  
SERVICES**

The Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077 invites, on behalf of President of India sealed offers under Single Bid system from the following agencies / institutes :

1. Engineers India Ltd.
2. Indian Institute of Technology, Roorkee
3. Indian Institute of Technology, Delhi
4. CBRI, Roorkee
5. National Council for Cement and Building Materials
6. Delhi Technological University
7. RITES Ltd.

For the following work:

**“C/o 700 Beds Indira Gandhi Hospital Sector-9, Dwaraka, New Delhi, on Turn-key basis including Water supply, Sanitary Installations, Drainage, External development, Art work, Horticulture works, Internal & External electrical installations, HVAC, Lifts, Electric sub-station, DG sets, Fire Alarm & Fire Fighting system, CCTV, Data networking, UPS, BMS, Boilers, Pumps, STP & ETP, EPABX, Nurse Call System, Modular Operation Theatres etc; SH: Third Party Inspection / Quality Assurance Service”.**

**Estimated Cost of work: Civil Work= 365.66 Crore  
Elect. Work= 117.52 Crore  
Total Amount= 483.18 Crore**

Tentative time period for execution of work	:	30 Months or till completion of work by executing agency
Time and date of receipt of bid-documents	:	Up to 15:00 Hrs on 05.01.2015
Time and date of Pre-Bid Meeting	:	At 15:00 Hrs. on 02.01.2015
Venue of Pre-Bid Meeting	:	Office of the Chief Engineer B-2, PWD(GNCTD), 2 <sup>nd</sup> Floor, M.S.O. Building, IP Estate, New Delhi-110002
Time and date of opening of financial bids	:	15:30 Hrs on 05.01.2015
Place of submission	:	O/o The Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077

**Executive Engineer**  
Building Project Division B-232  
PWD, Sector-9, Dwarka  
New Delhi

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**Executive Engineer**  
Building Project Division B-232  
PWD, Sector-9, Dwarka  
New Delhi

## **INSTRUCTIONS TO BIDDERS**

1. Sealed offers under Single Bid system in the prescribed forms are invited, from following agencies / institutes for providing the Third Party Inspection / Quality Assurance Services listed under the scope of services in this bid document:

- (i) Engineers India Ltd.
- (ii) Indian Institute of Technology, Roorkee
- (iii) Indian Institute of Technology, Delhi
- (iv) CBRI, Roorkee
- (v) National Council for Cement and Building Materials
- (vi) Delhi Technological University
- (vii) RITES Ltd.

2. The standard terms and conditions of the contract for providing Third Party Inspection / Quality Assurance Services are contained in this document. The bidders are requested to go through the following documents: -

- (i) Instructions to bidders
- (ii) Terms of Reference
- (iii) Conditions of the contract and
- (iv) List of various enclosure to be submitted by them along with the complete bid document

The formats for submission are enclosed in this document in Appendix-I to help the bidders in submission of offers.

**3. Language of bids**

All information in the bid shall be in English.

**4. Signature of bidder**

**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.**

**5. Preliminary Costs.**

All costs of preparing the proposals, providing services efficiently including site visits etc. shall be borne by the bidder.

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**6. Price Bids**

The bidders are required to quote lump sum fee for the item of schedule of quantity inclusive of all prevailing taxes, levies but excluding statutory service tax for the Third Party Inspection / Quality Assurance services in the prescribed format given in Appendix-I. The statutory service tax as applicable shall be reimbursed separately, on actual basis of submitted challan.

**7. Duties and Taxes**

No claim on account of any duties, taxes, and other levies payable by the bidders in respect of the transaction between the bidders and sub-Consultant/ other agencies will be entertained by PWD (GNCTD).

**8. Validity**

The offer shall remain valid for a period of ninety days (90) 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 period of validity.

**9. Submission of Bids**

Proposals should be submitted in Single Envelope namely 'Financial Bid'

**'Financial Bid'** for "C/o 700 Beds Indira Gandhi Hospital Sector-9, Dwarka, New Delhi, on Turn-key basis including Water supply, Sanitary Installations, Drainage, External development, Art work, Horticulture works, Internal & External electrical installations, HVAC, Lifts, Electric sub-station, DG sets, Fire Alarm & Fire Fighting system, CCTV, Data networking, UPS, BMS, Boilers, Pumps, STP & ETP, EPABX, Nurse Call System, Modular Operation Theatres etc; and maintenance & operation of building and all services for a period of 5 years- **SH Third Party Inspection / Quality Assurance Service**".

The above envelope should be addressed to the Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077

Bid can also be seen online on the website Tender Notice Information System website **website <http://delhigovt.nic.in/tender9/tendermain.asp>**

10. The financial bid as per Appendix-I, should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the department for completing the job. The price bid shall also include the cost of all visits made by Third Party Inspection Agency (TPIA) to site of work. The cost of office expenses, stationary, travelling, attending meeting and related expenses shall be deemed to be included in the financial bid. **The quoted fee will be for providing Third Party Inspection / Quality Assurance services till actual date of completion of whole project and this**

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**quoted fee shall not be increased due to time and cost over-run of main project.**

11. Award of Contract – The contract for TPIA shall be awarded to the best qualified and responsible Bidder offering the bid in conformity with the requirements of these specifications and documents and the competent authority shall be the sole judge in this regard.
12. The duly filled offer documents shall not be deposited by post or courier service and all participating bidders shall submit the same by hand delivery in the tender box of O/o the Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077.
13. Offers received after the deadline of submission will not be accepted and shall be returned to the bidder unopened.

## AGREEMENT

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen between the President of India, on the one hand hereinafter known as the President, which shall include his duly authorized representatives and officers of the Public Works Department, Government of National Capital Territory of Delhi and \_\_\_\_\_ (name of TPIA) on the other hand, hereinafter known as the Third Party inspection/quality Assurance Agency, which includes its authorized representatives, and legal heirs, for the work **“C/o 700 Beds Indira Gandhi Hospital Sector-9, Dwarka, New Delhi, on Turn-key basis including Water supply, Sanitary Installations, Drainage, External development, Art work, Horticulture works, Internal & External electrical installations, HVAC, Lifts, Electric sub-station, DG sets, Fire Alarm & Fire Fighting system, CCTV, Data networking, UPS, BMS, Boilers, Pumps, STP & ETP, EPABX, Nurse Call System, Modular Operation Theatres etc; SH Third Party Inspection / Quality Assurance Service”** at tendered / negotiated tendered amount (strike out which is not applicable) of Rs..... (Rupees.....)

And whereas the Government has invited the Bids from eligible agencies / institutes for providing services of Third Party inspection/quality Assurance Agency for implementation of the aforementioned Project, and whereas the Government has accepted the offer of the agencies / institutes, 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) Instructions to Bidders,
  - (b) Terms of reference,
  - (c) Conditions of Contract,
  - (d) Financial Proposal and schedule of quantity (Appendix I)
  - (e) All the correspondences between the department and the tenderer after receipt of tender and before Award of work including negotiation letter, if any.

- 3. In consideration of the fee to be paid by the Govt. to the agencies / institutes as agreed to between the parties, the agencies / institutes hereby covenants with the Government to provide the Third Party inspection/quality Assurance Agency services in conformity in all respect with the provision of this contract.
  
- 4. The Government hereby covenants to pay the consultancy in consideration of the provision of Third Party inspection/quality Assurance Agency services the contract price at times and in the manner prescribed by the contract.

**Third Party  
inspection/quality  
Assurance Agency**

**Executive Engineer**  
Building Project Division B-232  
PWD, Sector-9, Dwarka  
New Delhi

**Witness**

**1.**

**2.**

**Witness**

**1.**

**2.**

## TERMS OF REFERENCE

### 1.0 PROJECT DESCRIPTION:

The proposed work shall consist of construction of 700 beds hospital with one Nos. G+5 storeyed Emergency Block, G+4 Storeyed OPD Block and G+7 storeyed Ward Block. There is a provision of double basement in all blocks and having a total superstructure plinth area is approximate 81811 Sqm. and 47508 Sqm. in the double basement i.e. total area of 129319 Sqm.

#### Types of Structures

The subject work consists mainly of the skeletal R.C.C. Structure work with external fly ash line (FALG), brick walls and internal AAC Block, Masonry water proofing of terraces as well as the works of stone/marble, wood/steel/aluminium, false ceiling, flooring, roofing, finishing, Water Supply & sanitary installation, Rain water harvesting, Tube well, Sewage Treatment Plant etc. including internal electrical works and street lighting.

Work shall be executed according to CPWD Specification, General Conditions of Contract for Central PWD Works 2010 with up to date correction slips and terms and conditions mentioned in the NIT.

#### Structural Arrangement

- (a) The foundation with RCC Raft with ready mixed concrete/BMC as per design and kota stone water proofing.
- (b) RCC walls, columns, beams and slab with ready made concrete/BMC as per design as well as kota stone water proofing in RCC walls of basement.
- (c) Reinforcement – TMT bars of Fe 500D.
- (d) Placement of base isolation bearing.
- (e) Walls – Filler walls with brick class 7.5 and fly ash lime bricks (FALG Bricks) as per requirement and AAC Block.
- (f) Stone/Granite work – Red/white sand stone, as well as granite of any colour as per requirement.
- (g) Door/Window – Flush door shutter non decorative type with hollock wood frame for windows and F.R.P. door shutter in Toilet of any thickness.
- (h) Fire Check Door – Fire check door for two hour rating respectively with 2<sup>nd</sup> class teak wood frame.
- (i) Flooring – Pre polished granite, kota stone, ceramic glazed and vitrified tile flooring.
- (j) Steel work – Stainless steel railing etc.**
- (k) Roofing – High Glass reinforced gypsum ceiling, Acoustic fiber glass ceiling and calcium silicate false ceiling.
- (l) Finishing –

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External – Dry stone cladding with structural steel frame and Aluminum composite panels.

Internal- Emulsion paint, Anti-bacterial paint and distemper with base of 1 mm thick **cement based putty**.

- (m) Road and Parking – CC pavement with M-25, RMC over WBM sub grade. Design mix CC of M-35 and 60mm thick factory made gross paver block.
- (n) Sanitary and Water Supply- White vitreous china glazed, centrifugally pipe etc. as well as C.P. brass fittings- water supply, PR-RC pipe for internal and irrigation purpose G.I. pipe for external work C.I. (LA) for MCD supply.
- (o) Drainage- R.C.C. NP2 pipe for drain and sewer manhole, as well as road gully chamber etc.
- (p) Art Work.

**Besides these:- There is also provision for rain water harvesting and sewage treatment plant.**

**Note:- Addition/ Deletion of new item may be as per requirement of site.**

### **Electrical work**

The E&M work to be covered in this are:-

- i) **Internal & External electrical installations,**
- ii) **HVAC,**
- iii) **Elevator and Escalators,**
- iv) **Electric sub-station,**
- v) **Diesel Generators sets with HSD yard,**
- vi) **Addressable type Fire Alarm & Fire Fighting system,**

Work shall be executed in accordance to the General Conditions of Contract for Central PWD Works 2010 with up to date correction slips and terms and conditions mentioned in the NIT and following CPWD Specification, The agency has to ensure quality control and quality assurance as per above CPWD specifications and Relevant BIS specifications by deputing skilled and experienced Engineers in individual field.

1. General Specifications for Electrical work. Part-I INTERNAL 2013
2. General Specifications for Electrical work. Part-II EXTERNAL 2013
3. General Specifications for Electrical work. Part-III. LIFTS & ESCALATOR 2003.
4. General Specifications for Electrical work. Part – IV. SUBSTATION 2013.
5. General Specifications for Electrical work. Part-V WET RISER AND SPRINKLER SYSTEM 2006.
6. General Specifications for Electrical work. Part - VI 2004 HVAC.
7. General Specifications for Electrical work. Part-VII DG SET 2013.
8. General Specifications for Electrical work. Part-VIII GAS BASED FIRE EXTINGUISHING SYSTEM 2013.

The agency has to ensure quality control and quality assurance as per above CPWD specification and relevant BIS specifications by deputing skilled and experienced Engineers in individual field.

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## 2.0 PURPOSE

The Technical Specifications applicable to the project provide for Quality Assurance and Quality Control of the work executed by use of a Quality Management System (QMS). The basic concept of this process is that the contractor performs inspection & testing as per specifications to ensure a quality product and the Third Party Inspection Agency (TPIA) performs testing and Inspection as per the Guidelines on Quality System for Building (IRC:SP-47 and IRC:SP:57) to ensure that the Contractor's Quality Control test results are in order. The system requires that both the contractor and the TPIA have technical personnel who are competent in testing and inspection of all technical works. The general idea is that the contractor has to perform the necessary tests and inspection to ensure the likelihood that all works in his scope meet the specifications instead of "after the fact" testing to see if all works meets the specifications. This approach enables the contractor much more control over his operations. He is responsible for his product from the beginning to the end till the final acceptance of all the works. The TPIA monitors his process of testing to make sure that what he is doing is adequate and accurate. Ensuring production of a quality work of durability and uniform performance by a Construction Contractor is the most important aspect of the quality supervision assignment of a TPIA.

## 3.0 TERMINOLOGY

Quality is defined as "The totality of characteristics of an entity that bears on its ability to satisfy the stated and implied need". Quality Control is defined as the procedure adopted and controls exercised to ensure that the materials proposed to be used in production, process adopted for production and workmanships of production conform to the prescribed standards and laid down acceptance criteria. The quality control is exercised by construction agency that ensures that the defined objective is achieved through appropriate tests, checks and inspections by suitable qualified personnel. Furthermore, the objective evidences of all tests, checks and inspections carried out from time to time are documented in prescribed formats for reference and record.

**Quality Assurance of a work** is defined as a process which exercises various checks at different stages of a work right from its inception till its acceptance, to put it in service to ensure that the work has been properly designed and constructed as per approved designs, drawings and specifications.

**Confirmatory Testing** is defined as the sampling and testing which is carried out independent of quality control sampling and testing to confirm that the contractor's results which have been reported are correct and representative, with statistical parameters of the material being produced/ processed.

**Acceptance** is defined as those operations, inspections, sampling and accepting the tests that are conducted to determine whether the product or service will be accepted for use and payment. Acceptance is determined using a statistically based acceptance plan in construction with assurance that the contractor has fulfilled the quality control obligations. Acceptance is the responsibility of the client.

#### **4.0 DOCUMENTS TO BE REFERRED**

- (a) Tender specifications and IS Codes.
- (b) Quality Assurance and Quality Control procedures, formats to be developed by the construction agency.
- (c) Upto date CPWD Specifications.
- (d) Guidelines on Quality System for Road, Bridges (IRC:SP-47-1998) and (IRC:SP:57).
- (e) Upto date Quality Assurance circulars issued by CPWD from time to time.
- (f) Any other document as deemed fit by TPIA/ Engineer-in-Charge.

#### **5.0 SCOPE OF SERVICES**

1. Preparation of Quality Assurance / Inspection Plan as per Tender Specifications. This will include
  - (a) Testing Plan of Raw Construction materials.
  - (b) Testing & Inspection Plan of construction activities.
  - (c) Testing and Inspection Formats.
2. Assisting PWD in developing its Quality Assurance / Inspection Plan .
3. **Review of Manufacturer's Certificates/ Test results from outside approved laboratory for all bought out items.**
4. TPIA will conduct the quality control test on input materials and construction activity as per Guidelines on Quality Control Systems for Road, Bridges (IRC:SP-47), BIS Code for building, CPWD Specification. on the fact that contractor shall carry out all the testing as required by tenderer and TPIA shall conduct 10 to 15 % of all the mandatory test recommended as per contract specifications. All such tests, for which facility is available at the field laboratory established by contractor, shall be carried out at field laboratory. Materials, for which testing facilities are not available at field laboratory, will be sent for testing to outside approved laboratory.
5. TPIA will witness all the field-testing carried out by construction agency as per the requirement of standard codes and will review all the concerned reports and records regularly.
6. All the materials to be used in the project including Bearings, Expansion joints, water proofing materials, admixtures, signage, road marking paint etc. are

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covered in the scope of work of TPIA for quality check w.r.t. quality of material and its execution at site.

7. TPIA will also randomly check the workmanship & methods adopted for completing the activities of work by construction agency and any shortcoming will be informed by the TPIA for rectification.
8. Random sampling of materials for testing to be done by TPIA shall be done in such a way that it represents the whole work. The samples shall be collected in presence of representatives of construction agency as well as Engineer-in-Charge.
9. TPIA will witness calibration of all field laboratory equipments including concrete batching plant.
10. Mechanical/ Electrical Engineers of TPIA will be present at site for needful checking the quality during execution of related activities at site and as per direction of Engineer-in-Charge.
11. One suitably qualified engineer of TPIA, as approved by Engineer-in-Charge will always be available at site or contractor's laboratory during currency of work. Senior representatives of TPIA will also visit the site regularly at least every fortnight and as and when directed by Engineer-in-Charge.
12. Preparation & submission of monthly QA/QC report for the tests and inspections carried out by TPIA.

#### **6.0 Brief Methodology of TPI Services**

TPIA team will be posted at site as per the requirement at site where all office facilities shall be provided by PWD.

All third party inspection shall be carried out at site as per the agreed Guidelines on Quality System for Building (IRC:SP-47-1998 and IRC:SP:57), CPWD Specifications, which will be prepared on the basis of tender specification.

Regular visits at work site location shall be done for stage inspection of materials, field-testing at contractors laboratory, sample collection for outside testing, site inspection and checking of items during execution.

For testing of construction materials at field laboratory & outside laboratory, the sampling of materials shall be done jointly by TPIA & Contractor & PWD. Sampling of the materials shall be done with the facilities available with contractor.

Samples for outside testing shall be sealed by TPIA and forwarding letter shall be given to the contractor who will carry the sample and submit it to the

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approved laboratory.

**Site inspection of all construction activities of structures shall be done as per QAP.**

After review of test report and analysis of inspection, observations will be made and communicated to the contractor/ PWD and to take necessary action for rectification/ modification (if required).

TPIA shall generate monthly report for tests and inspections carried out by TPIA and submit it to PWD.

Department will nominate a Coordinating officer for interaction with TPIA and the contractors.

Work programme for inspection and testing shall be informed to TPIA keeping adequate time.

Department will hand over documents, Specifications/ Manufacturer’s instructions for TPIA.

TPIA agency shall also inspect all the deviation items, extra items and substitute items as per routine manner.

Based on the above guidelines, the successful bidder shall submit “General Approach and Methodology of TPIA to Engineer-in-Charge for approval.

**7.0 Payment Schedule:**

- (a) 85% of the total fees shall be paid during execution of work, quarterly on pro-rata basis of financial progress of work.
- (b) Balance 15% shall be paid after actual completion of execution work and final report submitted by TPIA.

Note:- Financial bid shall be adjusted at the time of start of quality assurance work mean at the time of start of the quality work amount shall be reduce for amount has already been paid for work done already to main agency.

The prorata payment shall be released only if the required number of tests and monthly reports for the representative work being paid to the main agency have been completed by TPIA. The payment will be made to the TPIA agency on the basis of prorata rate. If less quantum of work is done in respect of estimated cost has been inspected by the TPIA agency then necessary recovery will be

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made from the whole financial bid on prorated basis. The final payment will be made to the TPIA agency recording the completion certificate of the work.

Whether prorated basis calculation will be  $\frac{\text{Quoted Amt.}}{(\text{Work Agreement.} + 15\%)} \times \text{Amount of work done in last three months.}$

## CONTRACT CONDITIONS

### 1. General Provisions:

#### 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 signed by the parties, to which these General Conditions of contract are attached, together with all the related documents of such signed contract;
- c) **“Effective Date”** means the date on which this contract comes into force and effect pursuant to condition 2.1;
- d) **“Government”** means the Government of National Capital Territory of Delhi;
- e) **“Personnel”** means persons hired by the TPIA.
- f) **“Party”** means the client or the TPIA, as the case may be and parties mean both of them.
- g) **“Services”** means the work to be performed by the TPIA pursuant to this contract for the purpose of the project, as described in Terms of reference hereto Request for proposal (RFP).
- h) **“Employer”** means -"PUBLIC WORKS DEPARTMENT"; represented by the Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077.
- i) **“Technical Proposal”** means the technical proposal submitted by the TPIA.
- j) **“Chief Engineer”** means the Chief Engineer, Building Project Zone B-2, PWD (GNCTD), M.S.O. Building, New Delhi.
- k) **“Project Manager”** means the Project Manager, Building Project Circle B-23, PWD (GNCTD), Dr. B.S.A. Hospital Complex, Sector-6, Rohini, Delhi-110085.
- l) **“Executive Engineer”** means the Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077.
- m) **“Engineer-in-charge”** means Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077.
- n) **“PWD (GNCTD)”** means Public Works Department, Govt. of National Capital Territory of Delhi.

#### 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 (GNCTD) and the TPIA. The TPIA, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf.

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**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.

**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.

**1.5 Headings**

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

**1.6 Notices**

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 or facsimile to such party at the address specified below.

**Employer** : Executive Engineer,  
Building Project Division B-232, PWD (GNCTD),  
Sector-9, Dwarka, New Delhi-110077

**For the TPIA** : \_\_\_\_\_  
Address : \_\_\_\_\_  
Attention : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
Mobile Phone No. : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail : \_\_\_\_\_

(Note: Fill in the Blanks)

1.6.2 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 facsimiles, 48-hours following confirmed transmission.

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

**1.7 Authorized Representatives**

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

**For PWD (GNCTD)** : Assistant Engineer & Junior Engineer of PWD (GNCTD) or any other person nominated by the Engineer-In-Charge

**For the TPIA** : .....  
.....

(Note: Fill in the Blanks)

**2. Commencement, Completion, Modification and Termination of Contract**

**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 for Third Party inspection/ quality assurance services.

**2.2 Commencement of services**

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

**2.3 Expiration of contract**

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.

**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.

**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.

**2.6 Force Majeure**

**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

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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), confiscation or any other action by government agencies.

- (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 TPIA 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.

**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.

**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.

**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.

### 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.

### 2.7 Suspension

The Engineer-in-Charge may by written notice of suspension to the TPIA suspend all payments to the TPIA hereunder if the TPIA fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the TPIA to remedy such failure within the period not exceeding thirty (30) days after the TPIA of such notice of suspension.

### 2.8 Termination of Contract

The Engineer-in-Charge may by not less than thirty (30) days written notice of termination to the TPIA (except in the event listed in paragraph (f) 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 (f) of this condition no. 2.8. terminate this contract.

- (a) If the TPIA fail 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) day of receipt of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;
- (b) If the TPIA become (or, if the TPIA 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 TPIA fail to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;
- (d) If the TPIA submit to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the PWD (GNCTD) and which the TPIA know to be false;
- (e) If as the result of force majeure the TPIA are unable to perform a material portion of the services for a period of not less than thirty (30) days or
- (f) If the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

#### 2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

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- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentially set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

**2.8.2 Cessation of Services**

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the TPIA 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 TPIA and equipment and materials furnished by the Engineer-in-Charge, the TPIA shall proceed as provided, respectively, by Contract Conditions No. 3.5 hereof.

**2.8.3 Payment upon Termination**

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Engineer-in-Charge shall make the following payments to the TPIA (after offsetting against these payments any amount that may be due from the TPIA to the PWD (GNCTD)):

- (i) Remuneration pursuant to Contract Condition no. 6 hereof for Services satisfactorily performed prior to the effective date of termination
- (ii) Reimbursable expenditures pursuant to Contract Condition no.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Contract Condition no. 2.8 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**2.8.4 Forfeiture of Security Deposit upon termination of contract.**

In case, the agreement of TPIA is terminated due to the default of the TPIA, his Security Deposit (deducted up to that stage) shall be forfeited which shall be absolutely at the disposal of the Government.

**2.8.5 Disputes about Events of Termination**

If the TPIA disputes whether as event specified in paragraphs (a) through (e) of Contract Condition no. 2.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the Engineer-in-Charge, refer the matter to arbitration pursuant to Contract Condition no. 8 here of and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the TPIA**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The TPIA 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 TPIA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the PWD (GNCTD), and shall at all times support and safeguard the PWD (GNCTD)'s legitimate interests in any dealings with third parties.

##### **3.1.2 Law Governing Services**

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

#### **3.2 Conflict of Interests**

##### **3.2.1 TPIA and Affiliates not to engage in certain Activities**

The TPIA agree that, during the term of this Contract and after its termination, the TPIA and any entity affiliated with the TPIA shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

#### **3.3 Confidentiality**

The TPIA and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the PWD (GNCTD)'s business or operations without the prior written consent of the Engineer-in-Charge.

#### **3.4 Reporting Obligations**

The TPIA shall submit to the Engineer-in-Charge the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

#### **3.5 Material furnished by the Engineer-in-Charge**

The material made available to the TPIA 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, TPIA shall furnish forthwith to the

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Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

**4. TPIA's Personnel**

**4.1 General**

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

**4.2 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 TPIA's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.
- (b) If required to comply with the provisions of Contract Condition No. 3.1.1 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 TPIA 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 TPIA. Provided that any such increase shall not except as otherwise agreed cause payments under this contract to exceed the ceiling set forth in contract condition no. 6.2(b) of this contract.

**4.3 Approval of personnel**

The TPIA personnel to be deployed for this work shall be got approved from the Engineer-in-charge.

**4.4 Removal and/or Replacement of Personnel**

- (a) 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 TPIA, it becomes necessary to replace any of the personnel, the TPIA shall forthwith provide as a replacement another person of equivalent or better qualifications.
- (b) 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 TPIA shall at the written request of the Engineer-in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

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## **5. Obligations of the Engineer-in-Charge**

### **5.1 Changes in the Applicable law**

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the TPIA in performing the services then the remuneration and reimbursable expenses otherwise payable to the TPIA under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

### **5.2 Payment**

In consideration of the services performed by the TPIA under this Contract, the PWD (NCTD) shall make to the TPIA such payments and in such manner as is provided by the Contract Condition No. 6 of this Contract.

## **6. Payments to the TPIA**

### **6.1 Currency of Payment**

All payments shall be made in Indian Rupees.

### **6.2 Mode of Billing and Payment**

Billing and payment in respect of the Services shall be made as follows:

- (a) As soon as practicable and not later than fifteen (15) days after the end of each quarter (3 months) during the period of Services, the TPIA shall submit the bill to the Engineer-in-Charge, in duplicate, of the amounts payable pursuant to Contract Conditions No. 6.2 for such quarter.
- (b) The Engineer-in-Charge shall cause the payment of the TPIA periodically as given in schedule of payment above within thirty (30) days after the receipt of bills with supporting documents. Only such portion of a quarterly statement that is not satisfactory supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the TPIA, the Engineer-in-Charge may add or subtract the difference from any subsequent payments.
- (c) The final payment under this condition shall be only after the final report and a final statement, identified as such, shall have been submitted by the TPIA and approved as satisfactory by the Engineer-in-Charge. The Services shall be deemed completed and finally accepted by him and the final report and the final statement shall be deemed approved by him as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the Engineer-in-Charge unless he within such ninety (90) days period, gives written notice to the TPIA specifying in detail the deficiencies in the services, the final report or final statement. The TPIA shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Engineer-in-Charge has paid or caused to be paid in accordance with this Condition in excess of the amounts actually payable in accordance with the provisions of this Contract shall be

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reimbursed by the TPIA to the Engineer-in-Charge within thirty (30) days after receipt by the TPIA of notice thereof. Any such claim by the Engineer-in-Charge for reimbursement must be made within twelve (12) calendar months after receipt by the Engineer-in-Charge of a final report and a final statement approved by him in accordance with the above.

## **7. Fairness and 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 realisation of the objectives of this Contract.

## **8.0 Security Deposit**

An amount equivalent to 10% of the gross amount of each running bill of the TPIA will be deducted 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 cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the TPIA 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 TPIA and the TPIA shall forth with on demand furnish additional security to the government to make good the deficit.

Security deposit shall be released after 6 months of actual completion of the work. However before refund of security deposit, it will be ensured that extension of time, if any, for agreement of TPIA is decided by the competent authority (Project Manager/ Superintending Engineer) and final bill of TPIA has already been paid.

## **9.0 Responsibility for accuracy of TPIA services provided**

The TPIA shall be responsible for accuracy of services provided by them for the project. They shall indemnify the department through the Security Deposit 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.

### **1. Release/ Forfeiture of Security Deposit**

The work of TPIA shall be completed once the project is complete and final report has been submitted. **10% Security Deposit shall be released after 6 months of completion of TPIA consultancy works.**

### **2. Action for Deficiency in Services**

#### **2.1 Consultant liability towards the Client**

TPIA Consultant shall be liable to indemnify the Client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by

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them which shall include any or all cost and expenses incurred by the Client in removing the deficiency in Service including engaging any other consultant.

**3. Effect of change in the scope of the work on TPIA consultancy fee**

**No extra payment shall be made due to delay in completion of main project.** It is also a term of agreement that no extra payment to TPIA agency shall be made if cost of project at completion is up to 1.15 times (i.e. 15% increase in cost) of awarded cost of project. However, beyond 15% increase in cost of project, extra payment shall be made on pro-rata basis for such variations beyond permissible variation of 15% in project cost based on approved TPIA consultancy fee in this agreement for original awarded cost based on which the consultancy work was awarded. The decision of the Project Manager / Superintending Engineer shall be final and binding in this regard w.r.t. the fee payable for additional work done due to increase in cost of project beyond 15% of its awarded cost of project. Similar principle shall be followed for reduction in scope of work.

**4. 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 of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the TPIA 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 in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the TPIA consultant's letter.

If the Project Manager/Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the TPIA consultant is dissatisfied with the instructions or decision of the Project Manager/Superintending Engineer, the TPIA consultant may, within 15 days of the receipt of Project Manager/Superintending Engineer's decision, appeal to the Principal Chief Engineer/Chief Engineer who shall afford an opportunity to

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the TPIA consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Principal Chief Engineer/Chief Engineer shall give his decision within 30 days of receipt of TPIA consultant's appeal.

If the TPIA consultant is dissatisfied with the decision of the Principal Chief Engineer/Chief Engineer, the TPIA consultant may within 30 days from receipt of the Principal Chief Engineer/Chief Engineer 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 Principal Chief Engineer/Chief Engineer. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of TPIA Consultant's appeal. The constitution of the Dispute Redressal Committee (DRC) is as follows:-

Chairman	-	Chief Engineer, B-1
Member	-	Director of Works
Member	-	Project Manager, B-22
Member	-	Project Manager, B-23

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 Principal Chief Engineer/Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix-III, 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 Principal Chief Engineer/Chief Engineer, PWD, in charge of the work or if there be no Principal Chief Engineer/Chief Engineer, the Engineer in Chief, PWD or if there be 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 Principal Chief Engineer/Chief Engineer of the appeal. It is also a term of this contract that no person, other than a person appointed by such Principal Chief

Engineer/Chief Engineer 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 TPIA consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the TPIA 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. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) 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.

## **5. Foreclosure**

- 5.1** The PWD (GNCTD) may, by not less than thirty (30) days of written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.
- 5.2** 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.
- 5.3** The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.

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**APPENDIX – I**

**FINANCIAL BID**

**FINANCIAL PROPOSAL**

To,  
Executive Engineer,  
Building Project Division B-232, PWD (GNCTD),  
Sector-9, Dwarka, New Delhi-110077

Sub: - "C/o 700 Beds Indira Gandhi Hospital Sector-9, Dwarka, New Delhi, on Turn-key basis including Water supply, Sanitary Installations, Drainage, External development, Art work, Horticulture works, Internal & External electrical installations, HVAC, Lifts, Electric sub-station, DG sets, Fire Alarm & Fire Fighting system, CCTV, Data networking, UPS, BMS, Boilers, Pumps, STP & ETP, EPABX, Nurse Call System, Modular Operation Theatres etc; and maintenance & operation of building and all services for a period of 5 years- SH Third Party Inspection / Quality Assurance Service".

Sir:  
I/We \_\_\_\_\_ TPIA herewith  
enclose financial bid for the evaluation of our agency /institute as TPIA for above work  
as per the scope of work given under terms of reference.

**Yours faithfully,**

**Signature** \_\_\_\_\_

(authorized Representative of the TPIA)

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Tele Nos: (O)\_\_\_\_\_ (R)\_\_\_\_\_

E-mail: \_\_\_\_\_

Fax No: \_\_\_\_\_

**Format-IV**  
**SCHEDULE OF LUMP SUM PRICE PROPOSAL**

S.No.	Description of Item	Qty.	Unit	Rate	Amount
1.	"C/o 700 Beds Indira Gandhi Hospital Sector-9, Dwarka, New Delhi, on Turn-key basis including Water supply, Sanitary Installations, Drainage, External development, Art work, Horticulture works, Internal & External electrical installations, HVAC, Lifts, Electric sub-station, DG sets, Fire Alarm & Fire Fighting system, CCTV, Data networking, UPS, BMS, Boilers, Pumps, STP & ETP, EPABX, Nurse Call System, Modular Operation Theatres etc; SH Third Party Inspection / Quality Assurance Service" as per Term of Reference and Contract conditions all complete as per direction of Engineer-in-Charge.	1 Job	Lump sum		

**IMPORTANT NOTES:**

1. The Lump sum amount shall be inclusive of all prevailing taxes and fees but excluding the statutory service tax.
2. Services of Third Party Inspection agency shall be required upto the actual completion execution of work.
3. No cost adjustment shall be made in case of increase / decrease in execution period of main project.
4. No extra payment to TPIA agency shall be made if cost of project at completion is up to 1.15 times (i.e. 15% increase in cost) of awarded cost of project but beyond this, cost adjustment shall be made on pro-rata basis. Similar principle shall be followed for reduction in scope of work.

**Yours faithfully,**

**Signature** \_\_\_\_\_

(Authorized Representative of the TPIA)

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Tele Nos: (O)\_\_\_\_\_ (R)\_\_\_\_\_

E-mail: \_\_\_\_\_

Fax No: \_\_\_\_\_

# **APPENDIX – II**

## NOTICE FOR APPOINTMENT OF ARBITRATOR

To

**The Principal Chief Engineer,**  
Building Project Zone B-2, PWD (GNCTD),  
M.S.O. Building, New Delhi

Dear Sir,

In terms of Contract Condition, para 9.0 (4), 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 applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
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 applicant  
(Only the person/authority who signed the contract should sign)

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

1. Statement of claims with amount of claims.

Yours faithfully,  
(Signature)

Copy in duplicate to:

1. Project Manager, Building Project Circle B-23, PWD (GNCTD), Dr. B.S.A. Hospital Complex, Sector-6, Rohini, Delhi-110085
2. Executive Engineer, Building Project Division B-232, PWD (GNCTD), Sector-9, Dwarka, New Delhi-110077.