

PUBLIC WORKS DEPARTMENT

NIT No. 05/CPM (Health)/PWD/2015-16

Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

BID DOCUMENT

Assistant Engineer (P)
BPD B-2341, PWD

Executive Engineer
BPD B-234, PWD

Assistant Engineer (P)
O/o CPM (Health)

Executive Engineer (P)
O/o CPM (Health)

Certified that this document contains 69 (Sixty Nine Pages) marked as 1 to 69 excluding cover pages.

Bid document approved.

Chief Project Manager (Health)
PWD, GNCT of Delhi

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Section-1

Notice Inviting Tender

PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER

Executive Engineer, PWD Building Project Division B-234, LNJP Hospital Complex New Delhi-110002. on behalf of President of India invites **Item Rate tender** from Architect /Consultant firms Empanelled with PWD under the category of “Comprehensive integrated consultancy services for construction of Hospital and other health sector projects under PWD, GNCT Delhi” for the following work.

1	NIT No.	05/CPM(Health)/PWD/2015-16
2	Name of the work	Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi
3	Brief Scope of Work	C/o New Blocks, Additional Floor and remodelling & up-gradation of existing hospital:- This may require review and up-gradation of Architectural Planning, Designing, Detailing, including Surveying, Structural design, Sanitary & drainage works, Civil works, Electrical works, Electronics/CCTV/Intercom, interior design, internal and external finishes, furnishings, internal Roads & landscaping, other, infrastructure, HVAC, workstations & loose furniture, Structural Cabling for Networking, EPBAX, Access Control System, Video - conferencing services, Fire Fighting, Lifts, Horticulture, Energy Conservation Systems viz solar system, LED & light saving sensors, rain-water harvesting system, parking, Medical Gas Pipe Line System(MGPS), Building Information Modelling (3D modelling) Etc for aforesaid project including obtaining all statutory approvals from Statutory authority including Green Building certification. (Detailed scope of work is enclosed with TOR).
4	Time for Completion of work	90 weeks
5	Earnest Money Deposit	Rs. 5,00,000.00
6	Date & Time of Pre-bid meeting	30.09.2015 at 15:00hrs.
7	Last date & time of submission of bid	05.10.2015 at 15:00 hrs.
8	Period during which EMD, and other documents (all original) in hard form shall be submitted	05.10.2015 at 15:00 hrs.
9	Date & time of opening of Financial bid	05.10.2015 at 15:30 hrs.
10	Validity of offer	90 days after the last date fixed for submission of bid including the extension(s) given, if any

The tender document can be downloaded from the website <http://delhigovt.nic.in/tender9/tendermain.asp>
"Corrigendum/addendum, if any, would appear only on the above web site and not be published in print media"

1. The intending tenderer(s) must read the terms and conditions of this bid document carefully. He/they should submit his/their bid only if he is/ they are eligible and in possession of all the documents required.
2. Information and Instructions for tenderers posted on website shall form part of bid document.
3. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://delhigovt.nic.in/tender9/tendermain.asp>
4. Architect firm/ Consultant must ensure to quote rate on **Item Rate basis**.
5. The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
6. The tenderer(s) if required, may submit questions in writing (Fax at 011- 22139148 or e-mail at eepwddelhib234@gmail.com) to seek clarifications latest by **30.09.2015 at 15:00 Hours** to the Office of Executive Engineer, PWD Building Project Division B-234, LNJP Hospital Complex, New Delhi-110002.
7. PWD reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case tenderer / intending tenderer shall have any claim arising out of such action.
8. **Integrity Pact: Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.**
9. List of Documents to be submitted:
 - a) Demand Draft/Pay order or Banker`s Cheque / Bank Guarantee of any Nationalized or approved Scheduled Bank against EMD.
 - b) Valid empanelment letter of the Architect firm/consultant issued by PWD.
 - c) Copy of PAN Card.
 - d) Letter of Authorization for tendering.
 - e) Integrity Pact:
 - f) Letter of Acceptance of tender condition, in the prescribed format as Annexure-I in the section of bid document.
 - g) Copy of Service Tax registration Number.
10. **Earnest Money Deposit:** The EMD shall be valid for a minimum period of 180 (One Hundred eighty) days from last day of submission of bid. The EMD alongwith bid should be deposited in office of the Executive Engineer, PWD Building Project Division B-234, LNJP Hospital, New Delhi -02 on due date and time.
11. The EMD shall be payable to the Executive Engineer, PWD Building Project Division B-233, Dr. BSA Hospital sector 6 Rohni Delhi-110085. Payable at New Delhi without any condition(s), recourse or reservations.
 - i) The Bid will be rejected by the PWD as non-responsive and shall not be considered in case EMD is not received in physical form.

- ii) The EMD of unsuccessful Architect firm/consultants will be returned within 15 days on their request along with Bank details, after issuance of LOA to the successful consultant.
 - iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable performance guarantee and has signed the contract Agreement .
 - iv) No interest shall be paid by the PWD on the EMD.
 - v) Full amount of EMD may be forfeited:
 - a) If a consultant withdraws the bid after bid opening during the period of validity;
 - b) In the case of a successful consultant; if the consultant fails to sign the Agreement within 10 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
12. EMD shall be placed in single sealed envelope superscripted as “Earnest Money, with name of work and due date of opening of the bid also mentioned thereon,
Copy of empanelment letter, duly filled bid document and other documents as specified in the tender shall and deposited in a separate envelop marked as “Financial bid Documents”.

13. Set of Tender Documents:

The following documents will constitute set of tender documents:

a)	Notice Inviting Tender	
b)	Terms of reference	
c)	Quoting Sheet for Tenderer	
d)	General Conditions of Contract	
e)	Site Layout/Plan, Drawings, if available	
f)	Integrity pact if applicable	
g)	Area detail	
h)	Corrigendum if any	
i)	Other documents if any.	

14. **Mode of Submission:** The tenderer must submit the EMD & Financial bid documents in separate sealed envelopes. These two envelopes should be placed in one envelope address to the Executive Engineer, PWD BP Division B-234, LNJP Hospital, New Delhi-110002.
- a) EMD – An EMD of **Rs. 5,00,00.00 (Rupees Five lac only)** in the form of receipt treasury challan /deposit at call receipt of a scheduled bank / fixed deposit receipt of schedule bank/ demand draft of scheduled bank drawn in favour of Executive Engineer, PWD Building Project Division B-233, Dr. BSA Hospital sector 6 Rohni Delhi-110085 and payable at New Delhi, must be submitted along- with the bid document. A part of earnest money is acceptable in the form of bank guarantee also. In such case 50% of earnest money or Rs. 20 Lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee. No other mode / form of payment shall be acceptable. Valid Empanelment letter of the Architect firm/consultant issued by PWD.

- b) Integrity Pact:
- c) Copy of PAN card
- d) Letter of Authorization for tendering
- e) Letter of Acceptance of tender condition in the prescribed format as Annexure-I in the section of NIT.
- f) Any other details as per Tender.
- g) Copy of Service Tax Registration Number.

The envelope containing Financial bid should also indicate clearly the name of the tenderer and his address. In addition the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach on or before **05.10.2015** upto **15.00 hrs.** The bid shall be opened at **15.30 hrs.** on the same day.

Financial bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, placed in the envelope is found in order.

The bid submitted shall become invalid, if :

- i) The tenderer is found ineligible.
 - ii) The tenderer does not submit all the documents (including service tax registration) as stipulated in the bid document.
 - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect.
15. The bid for the works shall remain open for acceptance for a period of **90 days** from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the PWD, then the PWD shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further such tenderers shall not be allowed to participate in the re-bidding process of work.
 16. The acceptance of any or all tender(s) will rest with the PWD who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
 17. On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of issue date of letter of award.
 18. Date of Start of work shall be reckoned from the **22nd day** after issue of the letter of acceptance by the Executive Engineer.
 19. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of acceptance /Letter of work order, Price bid, Special Conditions of Contract, TOR, General Conditions of Contract etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their financial bid & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

20. Brief description of project and brief scope of work is described in the "Terms of Reference" enclosed with this tender documents.
21. The sanctioned drawings and completion drawings of the hospitals are not available. Whatsoever drawings and area details are available, will be shared with the prospective bidders through email and a visit to hospital shall be arranged on -----**-----. Representatives of consultants may reach office of the Executive Engineer BPD B-234, PWD, LNJP Hospital, New Delhi-110002 at 1030 hours for visit to the hospitals. The successful bidder shall be required to prepare/procure the required details and drawings for the execution, completion and commissioning of project and obtaining completion certificate Engineer-in-Charge shall provide necessary help in referring/recommending to the concerned offices/local bodies. Necessary statutory fees shall be borne by PWD.

ACCEPTANCE OF TENDER CONDITIONS

From: (On the letter head of the company by the authorized officer having power of attorney)

To,
Executive Engineer

.....

.....

Sub: Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi

Ref: NIT No: 05/CPM(Health)/PWD/2015-16

Sir,

1. This has reference to above-mentioned tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.
3. I/We have viewed and read the terms and conditions of PWD carefully. I/We have downloaded the following documents:

a)	Notice Inviting Tender	
b)	Terms of reference	
c)	Quoting Sheet for Tenderer	
d)	General Conditions of Contract	
e)	Site Layout/ Plan, Drawings, if available	
f)	Integrity pact if applicable	
g)	Area detail	
h)	Corrigendum if any	
i)	Other documents if any.	

4. I/we have submitted the mandatory documents such as EMD and other documents as per Notice Inviting Tender.

Signature and seal

Section-2

INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

1.0 Introduction

- 1.1 The Architect firms / Consultant of PWD, Empanelled under the category of Empanelment of Consultants/Architectural firms for Comprehensive integrated consultancy services for construction of Hospital and other health sector projects under PWD, GNCT Delhi are eligible to participate in the bid.
- 1.2 Architect firm/consultants should familiarize themselves with local conditions and take them into account in preparing their bids. To obtain first-hand information on the assignment and local conditions, Architect firm/consultants are desired to visit the site before submitting a proposal. Architect firm/Consultants or his authorised representative should contact the following regarding site specific information and site visit enquiry.

Contact : Executive Engineer

Address: PWD Building Project Division B-234,
LNJP Hospital, New Delhi-110002

Mobile : 9810733341 **Off:** 011- 23238607

- 1.4 a) The PWD will provide required inputs to the Architect firm/consultants, if available. However, PWD does not assume any Responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
- b) The Architect firm/consultant shall be responsible for obtaining licenses and permits to carry out the services.
- 1.5 Architect firm/consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. The PWD / Client is not bound to accept any proposal, and reserves the right to annul the process at any time prior to Contract award, without thereby incurring any liability to the Architect firm/consultants.

1.6 Conflict of Interest

- 1.6.1 PWD policy requires that Architect firm/consultants provide professional, objective, and impartial advice and at all times hold the PWD interests paramount strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.2.(i) Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

- (ii) An Architect firm/consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.

Conflicting relationship

- (iii) An Architect firm/consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the PWD's staff Junior Engineer to Chief Engineer / Chief Project Manager (Health) level who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the PWD throughout the selection process and the execution of the Contract.

1.6.3 Architect firm/consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the PWD, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Architect firm/consultant or the termination of its Contract any time, throughout currency of the work.

1.7 Fraud and Corruption

1.7.1 The PWD requires that the Architect firm/consultants participating in this process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the PWD:

- (a) defines, for the purpose of this paragraph, the terms set forth below:
 - (i) "corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of the PWD, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Architect firm/consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

- (c) will sanction an Architect firm/consultant, including declaring the Architect firm/consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract
- 1.8 The Architect firm/consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 **Proposal Validity**
The bid for the works shall remain open for acceptance for a period of **90 days** from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the PWD, then the PWD shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further such tenderers shall not be allowed to participate in the re-bidding process of work.
- 1.10 **Association of Sub-Consultants (for specialised work)**
Architect Firm /Consultant may associate with sub consultant(s) for specialized works such as HVAC, Lift, Fire fighting, Landscape etc.

2.0 **Clarification and Amendment of Bid Documents**

- 2.1 Architect firm/consultants may request for a clarification on any clause(s) of the Bid documents not later than 5 days before the last date for submission of proposals. Any request for clarification must be sent in writing, or by standard electronic means. The PWD will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of query) to all Architect firm/consultants. Should the PWD deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para. 2.2.

However PWD reserves the right to respond the queries after cutoff date as mentioned above.

- 2.2 At any time before the submission of tender, PWD may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website <http://delhigovt.nic.in/tender9/tendermain.asp> and the Consultants are thus advised to update their information by using said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, PWD may at its discretion, extend the deadline for the submission/ opening of the tender.

3.0 **Preparation of Bid Proposal**

- 3.1 In preparing their tender, Architect firm/consultants are expected to examine in detail the tender document. The tender shall contain financial Bids only.

3.2 The bid proposals, all related correspondence exchanged by the Architect firm/consultants & the PWD and the contract to be signed with the winning consultant shall be written in the English language.

3.4 Financial bid Proposals

The Financial bid shall not include any commercial or technical condition/information. **Financial offer shall be submitted as per Section- 6 on Item Rate rate basis.**

4.0 Submission, Receipt and Opening of bids

4.1 The original bids shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format.

4.2 An authorized representative of the Architect firm/consultant shall sign the Financial bid. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with bid.

4.3 The PWD shall not open the financial bid submitted after the deadline or not submitted in original and hard form as provided in the bid documents.

5.0 Evaluation of Financial Bid

5.1 Financial bid shall be opened in the presence of the Consultants/ representatives who choose to attend.

5.2 The final selection shall be based on lowest offer received. ("Least Cost based System").

6.0 Award of Contract

6.1 The contract will be awarded to the lowest financial tenderer who will be informed by PWD through a Letter of acceptance (LOA).

6.2 The Architect firm/consultant shall commence the assignment on the date and at the location specified by 22nd day of issuance of LOA.

6.3 The successful consultant(s) for the purpose of execution of the services, progress review and monitoring, shall submit, a detailed work schedule and PERT network / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in this Document for consideration and approval by the PWD. This approved Schedule / network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement. Further the consultant shall also submit another schedule, which is the most detailed schedule depicting all activities involved for each of the major milestones/ activities involved in consultation with the PWD for approval by the Engineer in- Charge at the site.

7.0 Confidentiality

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firm/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of the tender and may be debarred from participating in future tenders.

Section – 3

Terms of Reference

TERMS OF REFERENCE

1.0 SALIENT FEATURES OF THE WORK

Name of Work: **Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.**

1.1 PWD, GNCTD has planned to increase the bed strength of existing Government Hospitals. As a part of this package following hospitals falling in the Central District of Delhi are to be taken up for expansion:-

1. Lok Nayak Hospital, New Delhi.
 - a) Paediatric Services
 - b) Cancer Services
 - c) Accidents & Trauma centre
2. Govind Ballabh Pant Hospital, New Delhi
 - a) Advance clinical care and Research centre
 - b) New Hostel building
3. Maulana Azad Medical College, New Delhi.
 - a) Construction of boys Hostel
 - b) Construction of Girls Hostel
4. Guru Nanak Eye Centre, New Delhi
5. Any other Hospital as decided by Department of Health GNCT of Delhi.

There is a proposal for construction of Additional Block in some hospitals. (Indicated in S.No. 1 to 3 above) Besides this, additional floor (Temporary light weight structure) wherever structurally possible, is to be added on existing buildings of all above hospitals. Further some existing area may need remodeling and up gradation.

Some services may also need review and up gradation due to additional space so created. Bidders are advised to visit these hospitals before bidding so to assess the exact potential in these hospitals. The built-up area of Additional Blocks, Additional Floor and area to be remodeled given in BOQ is only suggestive which can vary while finalizing the expansion of hospitals.

2.0 ROLE OF THE CONSULTANT

The role of the Consultant for any new project is detailed as below. In present case the existing hospital is required to be remodeled & upgraded and also new block and additional block is to be added. It will require review and redesigning of existing space planning, structural design and all services (i/c addition of new spaces). All the obligations as listed below for new projects are to be followed wherever required for the present case.

Some hospitals in Central area are proposed for expansion so as to utilize full ground coverage as per prevalent building bye-laws. Maximum possible roof area of the hospital building shall be considered for vertical expansion by erecting light weight structure. The existing building space shall be re-modeled as and where required. The successful bidder shall examine the feasibility & propose the above expansion within the frame work of prevalent rules. Services included in the tender document (Page 16 to 36) are indicative and not exhaustive. In a particular case some of services may not be required and at the same time in some cases some additional services may be required. For such eventuality no deduction or additional payment shall be made.

- (i) The Role of the Consultant is to provide Comprehensive Consultancy Services for this project and shall be involved right through the entire duration of the project till commissioning / handing over of the respective buildings /facilities.
- The consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, assessment of structural feasibility of horizontal and vertical expansion, functional requirements, preparation of Master Plan, Preliminary Project Report Project cost estimation, Detailed Architectural, Engineering and services design, Detailed Project Report, Preparation of contract Documents, Facilitation, Design & Specifications Assistance and Computer Based Energy Analysis of the Building and its components and documentation for GRIHA Rating while collaborating with the Design team to create the most sustainable design output and the best possible green certification (**not less than three star green certification**)for the project which has to be registered in ADARSH (Association for Development and Research, Sustainable, Habitat).Preparation of 3 D virtual construction model of buildings and services for Engineering coordination among architectural and other designs (structural and MEPF services like electrical, mechanical, plumbing and fire protection etc.) etc. The Preliminary project report shall cover all project components including Medical equipment if any.
- (ii) The consultant shall prepare/ modify the master plan including existing buildings and services if any of whole campus.
- (iii) The consultant shall take all necessary statutory approval from all authorities including DUAC, NDMC, Jal Board Delhi, Pollution Control Board, Delhi Fire Services, M.C.D., M.O.E.F., etc. Preparation of all submission drawings / materials and models for these approvals will be responsibility of the consultant. The statutory approvals shall include completion certificate for the completing building from the local bodies.
- (iv) All Environmental Impact Assessment, as required has to be done by the consultant.
- (v) The consultant shall have constant and regular interaction with the PWD, client and structural / services proof consultants for formulating the design philosophy and parameters, preparation of preliminary designs/ drawings/ Specifications.
- (vi) The consultant shall have to carry out topographical survey and the survey of all existing services and other constraints existing in and around the site for augmentation of existing services/ facilities as per site requirement.
- (vii) The consultant shall also prepare the bid documents for call of tenders for execution of work in suitable packages. The Detailed Estimate showing details of measurement, BOQ, draft tender document, analysis of rates etc. shall be prepared and submitted by the consultant to the concerned EE, B-234, PWD for formal approval. The corrections / observations, if any is made by the department, the same shall be complied by consultant till final approval by the competent authority. The approved tender documents shall also be submitted in requisite numbers.
- (viii) The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.
- (ix) The Consultant and the Sub-Consultants shall visit 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. **For effective supervision and implementation of scheme, the consultant shall set up his office at each site and place a team consisting of**

one graduate architect, one graduate civil engineer and one graduate electrical engineer (all with minimum 5 year experience). Total 40 man-months shall be provided by the consultant when and where directed by the Engineer-in-Charge. The cost of the same shall be considered to have been loaded in the bid. In case of variation in the deployment of above mentioned personnel at site, an adjustment @ Rs. 40,000/- per man-month shall be made from the payment due to the consultant.

Consultant will certify the conformity of work executed with the architectural and structural design.

Note :- A retired Govt. officer of rank Assistant Engineer (or equivalent) with diploma shall be treated as Graduate Engineer.

- (x) The consultant shall have to assist Engineer-in-charge in preparing presentations and presentation materials.
- (xi) The consultant shall have to submit an Inception Plan within 7 days of award of work outlining the total scope of work to enable Engineer-in-charge to fix the milestones as well as to work out the implementation strategy for the whole Project.
- (xii) The consultant shall have to prepare design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc.
- (xiii) The consultant shall have to get the structural analysis and structural design checked by the proof consultant. The detailed design notes shall be submitted along with design philosophy to Engineer-in-Charge. Proof consultant shall have to get appointed by the Govt./ Department for which fee shall also be borne by the Govt./ Department.
- (xiv) 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.
- (xv) The Consultant shall comply with the applicable norms of the Medical Council of India (MCI) & other local as well as Central Governmental Bodies.
- (xvi) The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultant will deploy adequate number of professionals and other staff to deliver the requisite services. The Consultant shall have to submit an Organisation diagram giving details of proposed Team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc. **The team of personnel/ sub-consultant should be same as given in the Technical Bid. If there is any change, qualification of the personnel/sub-consultant should be equivalent to given in the Technical Bid and the change should be got approved from the Engineer-in-charge.**
- (xvii) The Consultant shall get the approval 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.
- (xviii) The Consultant shall develop the concept drawings for each of the building for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities / bodies and obtain approvals from all regulatory authorities.
- (xix) The Consultant shall ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.

- (xx) The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- (xxi) For facilitation, Design & Specifications Assistance and Computer Based Energy Analysis of the Building and its components and documentation for GRIHA Rating, the consultant shall be required to do:

(A) Whole Building Analysis for Energy Performance, Climatic Comfort & ECBC compliance.

- (i) Solar Analysis for optimizing orientation, shading, and glazing areas
- (ii) Detailed whole building Thermal/Energy Simulation to achieve thermal comfort indoors through detailed analysis of the following:
 - (a) Envelope (Wall, Windows, Skylights etc).
 - (b) Passive cooling system.
 - (c) HVAC systems and components (if required) together with passive cooling strategies.

(iii) Perform the following GRIHA Green Certification related analysis:

- (a) Analysis for Minimum Energy performance Pre-requisite.
- (b) Analysis for optimizing building design to reduce convention AL energy demand.
- (c) Energy Simulation and Analysis for Optimize Energy Performance of building within specified comfort limits.
- (d) Energy Use Calculation for Renewable Energy Credits.

(B) Building Analysis for Day lighting and Artificial Lighting

- (i) Day lighting Simulation for optimizing natural lighting.
- (ii) Luminance Analysis
- (iii) Perform the GRIHA Green Certification related analysis for lighting

(C) Site Planning & Water Management

- (i) Design and recommendation for Erosion control & sedimentation control on site.
- (ii) Assist on Low water usage, Rainwater Harvesting, Waste water recycling and construction waste usage and other waste management strategies.
- (iii) Transportation Management Strategies
- (iv) Perform the GRIHA Green Certification related analysis.

(D) Working with design team to achieve GRIHA rating

- (i) Overall facilitation to obtain not less than 3 star GRIHA rating from TERI under their GRIHA program.

- (ii) Awareness on Green Building concepts and GRIHA rating system for the project team.
 - (iii) Facilitate the project design team to select materials/equipment to meet the GRIHA requirement. Support in identifying vendors for the project to meet GRIHA requirement.
 - (iv) Vet the tender document to ensure the tender technical specification meets the GRIHA requirements.
 - (v) Create a Construction Documents Review Report.
 - (vi) Prepare and provide all necessary templates for the design team, so as to meet GRIHA requirements.
 - (vii) Facilitate project team in preparing the documentation as stipulated by GRIHA and its submission for getting GRIHA Rating. Filter, cross validate, verify consistency, add value and consolidate to make the document suitable for submission to TERI. Provide inputs on previous credit interpretation requests.
 - (viii) Besides taking up his own documentation, the consultant must also take up all the documentation for all the points as required from the sides of the architect, project managers including taking periodic photographs. Cad drawings & putting together product cut sheets & statements. Only raw material like product brochures for this would be supplied through a design at point person from the department.
- (E) Measurement and Verification (through a BEE accredited auditor)
- (i) Prepare a Measurement & Verification Plan based on building systems selected for implementation.
 - (ii) Occupation. Provide functional testing of operation strategies (day lighting, occupancy control, Indoor Air Quality) with short term monitoring.
 - (iii) Create Verification Report as per the above.
 - (iv) Calibrate the computer model the site and building situation as built to create a model of the actual savings.
- (F) Details of “Factors to be Considered” for the “Experience in sustainable design & green building” Parameter
- (i) Either walls or roofs having efficient ‘U’ factor as specified in ECBC (Energy Conservation Building Codes)
 - (ii) Vertical fenestration complying with ECBC requirements as specified in ECBC.
 - (iii) Use of energy simulation program for building design (Provide brief description and simulation results)
 - (iv) Use of passive and low energy cooling of buildings.
 - (v) Integration of on-site renewable electricity generation e.g. solar photovoltaic, biomass gasified, etc.
 - (vi) Extensive use of low embodied energy building materials.
 - (vii) Energy efficient HVAC system as specified in ECBC.
 - (viii) Implementation of building automation system: timer based controls, motion sensors, etc.

- (ix) Integration of on-site renewable based thermal energy e.g. solar hot water, etc.
- (x) Preparation of 3 D virtual model shall include following:
 - a) Coordination among the architectural, services and structural design drawings to ensure completeness, consistency and correctness of drawings and to assist in evolving solutions, based on preparation of 3D virtual construction model of complete building. Providing training/interactive sessions to designated departmental Engineers.
 - b) 3D modeling shall mainly include:
 - c) Structure: Includes foundations and footings, structural lintels, columns, beams, floor/roof slabs stairs & ramps, shafts and pits (excluding reinforcement, which are not modeled)
 - d) Architecture : Including internal/external walls, doors, windows, openings, flooring, toilets, kitchens, false ceiling and curtain wall.
- (xi) MEPF Services : Including all type of electrical points, linear quantities of sub mains and circuits, MCBDBs, quantity of fire detector (above and below the false ceiling) linear quantity of various sizes of fire fighting and sprinkler system pipes, sluice valves etc.
- (xii) External Services: Including Sewer, Rain water harvesting, Water supply grid, irrigation gird, fire fighting grid, landscaping, BSES line, Electrical line etc.
- (xiii) Incorporating information received from Engineer-in-Charge and client.
- (xiv) Issuing discrepancy reports.
- (xv) Solution to various discrepancies as received and discussed with Engineer-in-Charge will be incorporated in the 3D virtual construction model.
- (xvi) The Consultant shall have to co-ordinate with the department and attend meetings with the department as and when required including meeting with the contractors.
- (xvii) The consultant shall prepare the completion drawing and shall obtain completion certificate from local bodies.

3.0 SCOPE OF SERVICES

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

- a). Architectural Services including building plans/ Landscaping / Interior Design / Furniture /Signages
- b). Quantity Surveying Services
- c). Civil & Structural Engineering Services including assessment of structural feasibility of expansion
- d). Electrical Engineering Services
- e). IT Services
- f). Mechanical Engineering Services
- g). Public Health Engineering Services
- h). Bio medical waste management service if required
- i). Modular OT services
- j). Medical gas pipe line services

- k). Interior design including partition, cabinet, storage spaces, cup boards and work stations.
- l). Effluent Treatment Plant
- m). Reverse Osmosis water treatment plant
- n). Signages
- o). Solar water heating system and piping connected.
- p). Any other services which are required for functionality of hospital building but not specifically indicated.

3.2 The Consultant shall provide comprehensive consultancy services broadly described hereinafter. However, it should be clearly understood that the description of services is only broad and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for this Project, to the entire projects requirement and satisfaction of the client.

3.2.1 Preliminary Stage

- 3.2.1 Carry out topographical survey and the survey of all existing services and other constraints existing in and around the site.
- 3.2.2 Carryout soil investigation of the site to establish the soil characteristics and other parameters required for the foundation design.

3.2.2.1 Master Plan

- 3.2.2.2 Development and Submission of the Draft Master Plan for development or Re development of this hospital.
- 3.2.2.3 Modifications of the draft master plan taking into account the comments and suggestions of the client and Engineer-in-charge.
- 3.2.2.4 Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re- submitting the same.
- 3.2.2.5 Obtaining approval of the master Plan from local authorities.

3.2.3 Concept design.

- 3.2.3.1 Interact with the user departments of client and finalise the functional plan.
- 3.2.3.2 Development of the concept design.
- 3.2.3.3 Submission of the draft concept design and make presentation of the scheme
- 3.2.3.4 Modifications of the draft concept plan taking into account the comments, suggestions etc. of the client and the Department.
- 3.2.3.5 Submission of the final concept design along with models, photograph etc. to DUAC. The cost of such models, photographs etc. shall be borne by the consultant.
- 3.2.3.6 Obtaining approval of the Concept design from DUAC

3.2.4 Project report

- 3.2.4.1 Preparation of Project Report and Project cost estimate covering all project

components including furniture, any other equipments required etc.

3.2.5 APPROVAL STAGE

3.2.5.1 Development of the Submission Plans.

3.2.5.2 Submission of the design, drawing and related document to concerned local authorities

3.2.5.3 Modifications of the design, drawing etc. taking into account the comments, suggestions etc. of the local bodies

3.2.5.4 Re-Submission of the design and drawings to local authorities.

3.2.5.5 Obtaining approval of the design, Drawing etc from local bodies.

3.2.5.6 Carrying out Environment Impact Assessment, submission of the same and getting approval from concerned authorities.

3.3 DETAILED DESIGN STAGE

General Requirements:

3.3.1.1 Based on the accepted and approved concept design, prepare Detailed Project Report (DPR) for each of the building containing, amongst others, the following:

- a). Introduction and background.
- b). Form and structure of the building considering structural feasibility of expansion
- c). Infrastructure Planning & Layout
- d). Phasing & Scheduling
- e). Biomedical and associated equipment services
- f). IT/computerization
- g). Distribution and utilization of beds
- h). Environmental pollution control, biomedical waste treatment, disposal etc.
- i). Linkages for referral services, online consultancy services etc.
- j). Drug inventory services
- k). Detailed cost estimates for civil works (Buildings, internal & external services, Horticulture, Landscaping etc.), internal and external electrification works, HVAC works, and specialized hospital services like Kitchen, Laundry, CSSD, Hospital Waste Management System, Bulk oil storage, MGPS Fire fighting, fire detection etc.
- l). Alternate energy sources
- m). Broad guidelines for building maintenance, sanitation, security etc.

4.0 ARCHITECTURAL SERVICES

All details of Hospital given in this tender document are tentative. The consultant should –

4.1 Visit the site, Carry out initial appraisal, Take particulars for site and Prepare reports on the condition of site

- 4.2 Develop concept design satisfying the functional requirements and taking into account the site constraints. In case of the built up sites / complexes, the consultant shall develop the buildings / services in such a way that they fit in the existing building environment to the satisfaction of the department / client.
- 4.3 Obtain the client's approval to the design and the scheme.
- 4.4 Develop the landscaping details in coordination and harmony with existing buildings / features in the already existing built up sites / complexes. The consultant shall suitably modify the existing landscaping arrangement, if required.
- 4.5 Develop the interior details as per requirement and the type of furniture and equipment in consultation with user departments of the client.
- 4.6 Obtain information required for making applications to statutory authorities.
- 4.7 Prepare Submission drawings, Scale models and other documents required for submission to local authorities and obtain necessary approvals from all concerned authorities.
- 4.8 Prepare tender drawings, schedules 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, wall profiles, Staircases, ramp and lift details, details of important building parts / areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names.
- 4.9 Prepare and issue "Good for construction" drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include
 - 4.9.1 Layout Plan showing:
 - All proposed buildings, play fields etc.
 - Blow up of road junction / parking area and other such area as required.
 - Coordinated External services
 - 4.9.2 Detailed Drawings
 - Floor plans, fully coordinated with all services/disciplines
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts, areas, critical special treatments.
 - Toilet details.
 - Kitchen, laundry, CSSD etc details.
 - Flooring pattern and details

- Dado details
- False ceiling details
- Details of furniture and Furniture layout
- Signages

4.9.3 Landscape & Horticulture

- Drawings of landscape including blow up of critical areas / landscapes / plants capes in detailed coordination with all external services
- Horticulture details

4.9.4 Any other details required for completion of the buildings/services.

4.9.5 Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/construction requirements.

5.0 QUANTITY SURVEYING SERVICES

5.1 General

The Consultant shall provide all the details in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work.

5.2 Cost estimating & financial services

The services to be provided by the Consultant shall comprise of, but not limited to the following:

- Cost planning for the project, including the cost of associated services, site development, landscaping etc.
- Prepare and submit cost estimates for the project at the conceptual design stage, preliminary design stage and detailed design stage.
- Carry out inspections and surveys and prepare detailed cost estimates for the buildings, utilities, services etc.
- Cost planning, cost monitoring and cost reporting during the various stages of design and to take appropriate measures to control it.
- Prepare complete tender documentation including specifications, detailed Bill of Quantities, Rates Appraisal and analysis, Conditions of Contract etc.
- Advise on any aspect that can influence the project's cost and measures of cost control.
- Preparation of Bid/contract documents.
- Assist in Carrying out analysis and evaluation of tenders and submit tender reports.
- Site meeting, coordination meetings and any other meetings as and when required at site.
- Carry out such other duties as may be required of the Consultant in the construction stage on the project.

6.0 CIVIL & STRUCTURAL ENGINEERING SERVICES

6.1 General

6.1.1 The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts/practices and shall at all times show a high degree of professionalism in his work.

6.1.2 The Consultant will be fully responsible for the design of all the Civil & structural engineering works. The services to be provided by the Consultant shall include but not be limited to the following:

6.1.2.1 Design basis

- i. Conduct surveys, tests and other investigations as required to determine the basis to accomplish economic and safe designs and feasibility of expansion of existing structures.
- ii. Planning for the structural arrangements with the architectural design.
- iii. Co-ordination & finalization of structural arrangement
 - Beam & Column location
 - Beam & Column size finalization
 - Slab profiles
 - Equipment load estimation
 - All other detailing required for the finalisation of design
- iv. Finalization of design basis & structural systems.
- v. Proof checking of structural design / drawings and issuing the “Good for construction” drawings. The consultant shall also submit the structural design /details (input / output) by the structural consultant and the proof checking thereof along with comments etc. of proof consultant.

6.1.2.2 Design development

- Structural framing for Analysis.
- Design of beams & columns
- Workout of support reactions for the design of foundations
- Design of foundations.
- Design of slabs
- Design of staircases, ramps and equipment supports
- Design of all other structural and non structural elements

6.1.2.3 Drawing stage

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines

- Floor slab structural details
- Column & beam structural details
- Staircases, ramps, lifts shafts and machine room details
- All other details and sketches required for proper execution of the works

7.0 ELECTRICAL ENGINEERING SERVICES

7.1 General

The services to be provided by Consultant shall include **(Preliminary & Detailed Estimates, Design and Drawings etc.)**

- Design of electrical installations including all electrical fittings/fixtures etc., as necessary.
- Power Supply & Distribution system including emergency and backup supply, sub-station etc
- Telephone system, intercom communications facilities, Public Address system.
- Sound reinforcement system as necessary, stage lighting.
- Cable TV/dish antenna system
- Nurses call system
- Lightning protection and Earthing system.
- External Lighting
- UPS back up for sensitive / critical equipments.
- Building / Energy Management system controlling all essential services. This system should allow switching off particular areas when not in use. A manual bypass also to be provided which will allow bypassing / overriding the building / Energy management System when necessary.
- Lifts, Escalators.
- Solar Water & Lighting System, if required.
- Any other services required but not specifically indicated.
- MGPS
- CCTV
- Proper coordination with civil engineering / mechanical engineering features / services.

Note: - All the Electrical and mechanical services, as mentioned above shall be designed by the consultant. No extra payment shall be made or deducted, if any modifications are required as per chief requirement in above.

7.2 Services 7.2.1 Carry out basic and detailed designs of comprehensive electrical power distribution scheme, indoor and outdoor lighting, lightning protection and earthing systems of all the buildings in accordance with the relevant Indian regulations and Standards. The work shall include, but not limited to the following services:

7.2.2 Design and draw up preliminary schemes on the electrical requirements and on the rating of all the apparatus/ equipment that will be installed in the buildings.

7.2.3 Design the distribution systems and prepare single line diagrams with details of accessories and equipment.

7.2.4 Specify the details and capacities of HT panels, Transformers, L T panels, standby diesel generators and fuel intake, and to specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, L T panel & DG sets.

7.2.5 Design the Sub-station comprising of the HT panel room, transformer room, L T panels room, generator room and to specify the necessary switchgear and control 'Changeover panels, capacitor banks, bus duct, essential and non essential panels as necessary with the appropriate load shedding.

7.2.6 Make detailed specifications of all electrical items, including outdoor / indoor equipment, essential and non - essential panels, power control centers, capacitor panels and the corresponding bill of quantities for the various items.

7.2.7 Design and prepare detailed layout drawings for the individual power. Indoor and outdoor lighting, lighting protection and earthing system with separate earthing for the computer network and for other equipment as required.

7.2.8 Telephone, Intercom & Communication system

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
- Design the EPABX room. Prepare conduit layout of cables and terminals inclusive of a fiber optic or other special data transmission cables for system required.
- Intercom layout and intercom equipment including conduit and accessories layout for the intercom system and any protective devices required.
- Investigate the needs of each site in terms of communication facilities and call bells required and to specify same and the corresponding equipment and accessories together with preparation of conduit and accessories layout necessary.
- Prepare the specifications and bills of quantities.
- Check and approve detailed drawings of the suppliers and manufacturers
- Check and approve the suppliers' / manufacturers' drawings/documents.

7.2.9 **Sound Reinforcement System**

Carry out basic and detailed design for the sound diffusion system required and this shall be inclusive of, but not limited to, the following:

- Plan showing the routing of conduit, wiring, position of speakers, central console etc. indicating block diagram of P A system.
- Cable and conduit layout, sound equipment and visual display system together with any protective devices required;
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers;

7.2.10 **Cable TV/Dish Antenna System**

- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Fixing details of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

7.2.11 **Nurses Call system**

- Assess the requirement of nurses call system at different locations.
- Prepare the plan indicating the location of the console panels, wiring diagram, conduit layout etc.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

7.2.12 **Lightning Protection and earthing System**

Lightning protection system shall be an advanced integrated lightning protection system and it shall consist of a dynamic air dynamic air termination which acts as a preferred strike point, a surge conductor to minimize side flashing, an earthing system, protection from power surges at point of electricity line into the facility and protection from surges and transients on oncoming telecommunications and signal lines. The work shall include, but not limited to, the following

- Prepare plans showing internal/external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

7.2.13 **External Lighting**

- Assess the external lighting requirement for wards, parking, buildings etc.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities.
- Check and approve detailed drawings of the suppliers and manufacturers;

7.2.14 **UPS back-ups**

- Identify the sensitive/critical equipment and plan a detailed power back-up programme through centralized or localized system.
- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

7.2.15 **Solar Heating & R.O. system.**

- Planning & installation of Solar Heating system and R.O. system for buildings.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

8.0 **IT SERVICES**

8.1 Prepare a hospital information system strategy plan considering the IT needs.

8.2 Prepare system requirements, specifications document including up-gradation/ expandability strategies for the future.

8.3 Carry out the basic and detailed design and specifications for the application of IT/computerization system/network inclusive of, but not limited to the following:

- Assess the requirement of servers/nodes/terminals, hubs etc. at different locations.
- Power and conduit layout and UPS facilities together with any protective devices required for the IT/Computerization system;
- Data transmission cables layout and equipment for the system;
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings/specifications of suppliers/ manufacturers
- Project implementation, including project plan, priorities and phasing, training and documentation
- Software / hardware in respect of all the system / sub-system, etc.

9.0 MECHANICAL ENGINEERING SERVICES

9.1 General

The services to be provided by Consultant shall include.

- 9.1.1.1 Design of Heating, Ventilation & Air-conditioning systems as necessary (Central and/or individual air-conditioning Systems) including pressurization of lift wells & lobby, ventilation of toilets, basements and other areas etc. The work shall include design of specialised air conditioning, ventilation and air filtration systems for the hospital i.e. Operation theatre, ICU, ICCU, Diagnostics, Burns Ward, wards, OT support area etc.
- 9.1.2 Fire detection, Fire Extinguishing System and Automatic Alarm System.
- 9.1.3 Lifts, escalators, water pumps etc.
- 9.1.4 Design of Kitchen, Laundry, Central Sterile & Supply Department (CSSD), Bulk Oil Handling unit, Hospital waste Management System, Mortuary, Cold rooms etc.
- 9.1.5 Steam, Compressed air, Medical Gases Manifold installation and other Mechanical Services as required for the Institutes.
- 9.1.6 Proper coordination with civil / electrical engineering features / services.

9.2 Services

To carry out basic and detailed design of the required Heating, Ventilation & Air conditioning system. This shall include amongst others the following services:

- 9.2.1 Carry out preliminary and detailed design and prepare drawings indicating the details as mentioned below:
 - Heat Load calculations for Summer, Monsoon and Winter
 - Air Quantity calculation
 - Equipment selection details
 - Layout drawings for equipment, Air Handling units and ventilation fan rooms etc.
 - Layout drawings of ducting, piping distribution, electrical distribution
- 9.2.2 Specify the type of systems appropriate and to calculate the capacities of the A.C plants and units required and according to specific requirement of the areas to be air-conditioned, taking into account, the necessary number of air changes that may have to be applied for certain specific/critical areas.
- 9.2.3 Design and specify the type of special air conditioning, ventilation and high efficiency air filtration system as required for the operation theatres and associated areas.
- 9.2.4 Design ducting, piping and A.C Plant room layouts floor wise and to specify all electrical requirements of the A.C. systems.
- 9.2.5 Prepare A.C system details in plans and sections.
- 9.2.6 Design, pressurization system for lift lobby and staircase and ventilation system for toilets, basement and other areas and according to the specific requirements of the areas to be ventilated.
- 9.2.7 Design and specify the cold rooms in the Pharmacy and Kitchen and also all necessary Kitchen equipments.

9.2.8 Compressed air, steam including cooking gas (LPG) supply system inclusive the following:

- Medical gas piping system to the Operation Theatre, I.C.U., C.C.U., wards etc. as required with all necessary security valves, conduits, access panels, control valves, outlet coupling etc.
- Centralized bulk storage system ideally located to allow easy access for recharge.
- Design and prepare working drawings including piping from the bulk gas storage tank to the individual kitchen equipment, medical gas piping from the gas rooms to the operation theatres and to other areas etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings of suppliers/ manufacturers.

9.2.9 Design centralized Kitchen, CSSD, Bulk oil handling system (for supply to incinerator, Boilers, D.G. sets etc. as required), Hospital Waste Management System, but not limited to, the following:

- Plan the kitchen set-up and identify the different equipments along with their specifications, bill of quantities as required.
- Plan the CSSD set-up to cater to the entire hospital with provision for future expansion and identify the different equipments along-with their specifications, bill of quantities as required.
- Centralized bulk oil storage system ideally located to allow easy supply of fuel to incinerators, boilers, diesel generators sets etc.
- Detailed planning regarding handling of hospital waste and their safe disposal/treatment. Identify and prepare the specification of equipment needed for this purpose. Liaise with Central Pollution Control Board, Local Pollution Control Board and other statutory authorities/bodies for obtaining the necessary license/permission.
- Design and prepare working drawings for all the services mentioned above.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings of suppliers/ manufacturers.

9.2.10 Fire detection & Alarm System

- Design the *FDA* control room layout.
- Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of *FDA* control panels.

9.2.11 Lifts, escalators,

- Specify the capacity and type of lifts/escalators to be provided and

prepare layout for the necessary machine areas.

- Finalize the design for lifts and escalators installation as per the Statutory/local regulations.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

9.2.12 **Water pumps**

- Specify the type of pumps for water supply
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

10.0 **PUBLIC HEALTH ENGINEERING**

10.1 All the design and drawings should be well coordinated with Architecture, structure and other services drawings.

10.1.1 All designs shall be as per the latest Indian Standards, Local bye-laws and Statutory norms/regulation.

10.1.2 Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services.

10.1.3 The services shall include following major components:

- Water Supply System
- Sewerage System
- Drainage System
- Fire-fighting & Fire Suppression System

11.2 **Services**

11.2.1 **Water Supply System**

- Calculation of water requirements for domestic, non-domestic and hospital services.
- Design and prepare working drawings of internal and external water supply system with dual piping system including Underground tank, Overhead tank, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc.
- Design of hot water supply system consisting of centralized / localized hot water supply system Obtain approval from local bodies for Municipal water supply connections, drilling of tube wells etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/

manufacturers.

11.2.2 Internal sanitary installations

- Design and prepare working drawings of internal sanitary installations.
- Identify, design and prepare working drawings of handicapped friendly toilets and sanitary installations.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

11.2.3 Sewerage System

- Calculation for quantity of waste water generated from different sources and design waste water treatment plan i.e. sewage treatment plant and effluent treatment plant.
- Design and prepare working drawings for internal and external soil/waste disposal systems.
- Obtain approval from statutory and local bodies for waste disposal.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

11.2.4 Drainage

- Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage.
- Design and prepare working drawings for rain water harvesting system.
- Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.

11.2.5 Fire Fighting & Fire Suppression System

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO2 flooding system, pressurization system, fire extinguisher system, UG tanks, fire pump rooms etc. in line with the statutory requirements.
- Size all equipment required and prepare detailed specifications and bill of quantities.
- Obtain necessary license/permissions from the statutory/local fire authority /bodies etc. as required.
- Check and approve detailed drawings and data sheet of suppliers/ manufacturers.

12.0 Site development works

- 12.1 Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/ parking areas etc.
- 12.2 Design and prepare working drawings of irrigation system for horticulture.
- 12.3 Design and prepare working drawings for water bodies / fountains.
- 12.4 Design and prepare working drawings for recreational facilities like swimming pool etc.
- 12.5 Prepare specifications and bill of quantities.
- 12.6 Check and approve detailed drawings of suppliers/ manufacturers.

13.0 BIO-MEDICAL WASTE MANAGEMENT SYSTEM

- 13.1 Prepare design, specifications, bill of quantities for Bio-medical Waste Management System in line with the latest guidelines of CPC & Ministry of Environment & Forest notification.
- 13.2 Check and approve detailed drawings of suppliers/ manufacturers.
- 13.3 Assist in testing, commissioning and Handing over of the Bio-medical Waste Management system
- 13.4 Obtaining clearances from the statutory bodies and imparting training to the clients representatives.

14.0 MGPS

- Calculation for quantity of gas for Hospital services & design other fixtures.
- Design and prepare working drawings for internal and external MGPS as per relevant code.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.
- Give/Render philosophy and Methodology.

15.0 Modular OT

- Calculation of number of MOT as per requirement of client/MCI norms.
- Design and prepare working drawings for MOT as per norms of MCI/Relevant International code.
- Prepare specifications and bill of quantities.
- Check and approve detailed drawings and data sheets of suppliers/ manufacturers.
- Give/Render philosophy and Methodology.

16.0 Other Services

16.1 Project Documentation

- Prepare and submit required number of copies of monthly progress accomplishment reports of the project.
- Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.

16.2 Provide any other services not explicitly mentioned but reasonably required for project development / Completion.

Section – 4

General Conditions of Contract

General Conditions of Contract

1.0 DEFINITIONS

- 1.1 1.4 For the purpose of this Agreement, the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise.
- 1.2 The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India.
- 1.3 “**Consultant**” shall mean the person, firm and/or company whose offer for consultancy works is/are accepted by the employer which includes its authorized representatives, and legal heirs, engaged by the Consultant for undertaking the design.
- 1.4 “**Local bodies**” are the bodies like DDA, MCD, NDMC, DMRC,AAAI, Delhi Fire Service DPCC etc. from which approval of project is mandatory as per prevailing building bye laws.
- 1.5 “**Approved**” shall mean approval granted by the Engineer-in-Charge and local/statutory bodies in writing or accepted by him for incorporation in the works.
- 1.6 **Client means Director Health Services, Govt. of Delhi.**
- 1.7 **APPLICANT / BIDDER / CONSULTANT:** Means the individual, proprietary firm, limited company, clearly indicating the lead member and distribution of scope of services amongst the members.
- 1.8 “**Department**” means Public Works Department through Engineer-in-Charge until and unless stated otherwise.
- 1.9 “**YEAR**” Means “Financial Year” until and unless stated otherwise.

1.0 PERFORMANCE GUARANTEE

- i. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the agreed contract amount 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 provision in the contract) within **15 days** of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period of seven days on written request of the consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any Schedule bank/Banker’s Cheque of any schedule bank/Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule 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 contractor 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 upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. The performance guarantee shall be returned to the consultant, without any interest on approval of completion drawings by the local bodies.
- iii. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract 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 the full amount of the Performance Guarantee.
 - b) Failure by the consultant to pay President of India 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 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 President of India.

3.0 SECURITY DEPOSIT

- 3.1 An amount equivalent to 5% (five percent) of bill amount shall be deducted from each bill of the consultant till a Security Deposit equivalent to 5% of agreed fee, is reached for fulfilling the terms and condition of contract faithfully and honestly. The security deposit will be refunded after successful commissioning and handing over of the project. Security Deposit in Proportion of the built-up area will be released after completion and handing over of individual buildings. For the operation of this clause the built up area as indicated in the approved master plan shall be considered.

4.0 ABANDONMENT OF WORK

- 4.1 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 department 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.
- 4.2 If at any time after acceptance of offer of consultancy, department decide to abandon or reduce the scope of work for any reason whatsoever, the department 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.

5.0 DETERMINATION OR RESCISSION OF AGREEMENT

The Engineer-in-Charge without any prejudice to its right against the Consultant in respect of any delay by notice in writing absolutely determine the contract in any of the following cases:

- I. 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.
- II. If the Consultant is in breach of any terms of agreement.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power to determine or rescind the agreement. In such an event the performance guarantee submitted by the consultant shall be forfeited in favour of the Engineer-in-charge.

6.0 DISPUTE RESOLUTION

6.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the works 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 consultant considers any work demanded of him to be outside the requirements of the contract or disputes on any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer/Project Manager/Chief Project Manager in writing for written instruction or decision.

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

receipt of the decision, given notice to the Chief Engineer / Chief Project Manager (Health) for appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of sub-Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer / Chief Project Manager (Health) in charge of the work or if there be no Chief Engineer / Chief Project Manager (Health), the administrative head of the 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 / Chief Project Manager (Health) of the appeal.

It is also a term of this contract that no person other than a person appointed by such Chief Engineer / Chief Project Manager (Health) in-charge of the work or the administrative head of the 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 the 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 Department shall be discharged and released of all liabilities under the contract and 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 reenactment 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 fee of the arbitrator, if any, shall be paid before the award is made by both the parties on fifty percent each basis. The cost of the reference and of the award shall be at the discretion of the arbitrator who may direct of the parties and by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.

7.0 RIGHTS & RESPONSIBILITIES

- 7.1 The responsibilities about the efficiency of the proposal shall rest with the Consultant.
- 7.2 All plans, designs and data collected for this project shall be the property of Department. 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 Department 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.
- 7.3 The proof checking, if any, got done by a third party by the client 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.

8.0 COMPENSATION FOR DELAY

- 8.1 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 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 Superintending Engineer/Project Manager/Chief Project Manager 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.

9.0 EXTENSION OF TIME

If the consultant is unavoidably hindered in carrying out the designs/ drawings on account of delayed decision or the approval by the department which are necessary to carry out further work, he shall be allowed suitable extension of time by Engineer-in-Charge, whose decision shall be final and binding on the consultant. No claim by the consultant shall be made against the department for such delayed approvals/decisions by the department, except for grant of suitable extension of time.

10.0 ADDITIONS AND ALTERATIONS

The employer, shall have the right to request in writing changes, additions and modifications in the scheme to request in writing additional work in connection therewith and the Consultant shall comply with such request. If the Employer deviates substantially from the original scheme which involves extra services, expenses and

extra labour on the part of the Consultant for making changes and modifications or other documents rendering major part or the whole of his work in fructuous the Consultant may then be compensated for such extra services and expenses on the basis at percentage applicable under this agreement as decided by the consultant appointment committee appointed by the GNCT of Delhi whose decision shall be final and binding on the consultant, unless such changes, alterations are due to Consultants' own omission and / or discrepancies including changes proposed by the Consultant. The decision of the employer shall be final and binding on whether the deviations and additions are substantial and required any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design, planning etc. no extra amount will be payable.

11.0 NUMBER OF DOCUMENTS TO BE SUBMITTED

- 11.1 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 employer 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.
- 11.2 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.
- 11.3 Design philosophy, reference of codes, manuals and bye-laws and calculations for all the architectural, structural, electrical, mechanical, horticulture and other services shall be submitted in five copies while submitting for approval.

12.0 GENERAL CONDITIONS

- 12.1 The Architectural Consultant shall be fully responsible for the technical soundness of the proposal including those of specialists engaged if any, by him.
- 12.2 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.
- 12.3 The Proposals shall be based on National code of practice, local bye-laws, environmental regulations and design norms and sound engineering practices.
- 12.4 The Consultant shall render every assistance, guidance and advise in general to the Engineer-Charge on any matter concerning the technical aspects of the project.
- 12.5 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.

- 12.6 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.
- 12.7 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. However, all statutory fees payable to local bodies shall be paid by the department. All support shall however be provided by the consultant.
- 12.8 Consultant's professionals fees are also inclusive of responsibilities of carrying out modifications in design and drawings
- 12.9 The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them

13.0 TIME FOR COMPLETION

- 13.1 The time of completion of the consultancy for detailed design (excluding the services to be rendered during the construction stage and post construction stage) for a project shall be about **32 weeks (Thirty two Weeks)** from the date of start of the contract which shall be 22 days after the issue of the letter. However as the supervision of works is also included in the scope of this assignments the time for completion will get extended accordingly.
- 13.2 If the work remains un-commenced/or incomplete at any stage with reference to time schedule, and reason for delay cannot be substantiated, compensation at the rate of 1.5% 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 Superintending Engineer/Project Manager/Chief Project Manager 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.
- 13.3 If the consultant is unavoidably hindered in carrying out the designs/drawings on account of delayed decision or the approval by the departments, which are necessary to carry out further work, he shall be allowed suitable extension of time by Superintending Engineer/Project Manager/Chief Project Manager of the Project, whose decision shall be final and binding on the consultant. No claim of the consultant shall lie against the department for such delayed approvals/decisions by the department, excepting suitable extension of time.
- 13.4 Tentative schedule of the work within the stipulated period is indicated below which should be adhered to. However it should be noted that the total period for all activities mentioned below should not exceed **32 weeks**. The consultant shall engage proof-check and feasibility consultant immediately after award of work and no separate activity schedule has been worked out. The consultant must ensure the proof checking job progresses simultaneously so that final results from the proof-check consultant are complete as per time schedule.

- 13.5 The work will be treated as completed after obtaining completion certificate from Local Bodies.

14.0 RESPONSIBILITY OF ACCURACY OF PROJECT PROPOSAL

- 14.1 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 department through a performance guarantee 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. He shall furnish a bank guarantee for an amount to the extent of 5% (five percent) of the total consultancy fees to be received by him before issue of award letter for commencement of the consultancy job.
- 14.2 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 department including data supplied by the consultant.

15.0 APPROVAL, LIABILITIES AND COPYRIGHT

- 15.1 The Consultant shall inform the Employer about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him within 15 days of issue of letter of acceptance, if any, and obtain prior written approval of the Employer for such engagement. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 15.2 The Consultant shall be responsible for technical soundness of the services rendered by him or his sub-consultants.
- 15.3 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 and consultant will issue certificate to this effect every 1st and 15th day of each calendar month. Appointment of Employer's own supervisory staff shall not absolve the Consultant of his responsibility of supervision.
- 15.4 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 by-laws.
- 15.5 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 Employer 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.
- 15.6 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 Employer. 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 Employer.
- 15.7 The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of the Employer.

15.8 The Consultant shall indemnify and keep indemnified the Employer against 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 Employer in defending themselves against such claims

TIME FRAME

Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

S. NO.	Activities	Cumulative Period from the date of commencement (weeks)
A	PRELIMINARY STAGE	
A.1	Submission of system Plan incorporating the strategy for the total project delivery.	02
A.2	Submission of design methodology	04
A.3	Submission of Conceptual drawings, Layout Plan	06
A.4	Submission of preliminary project report including preliminary drawings and approval of preliminary cost estimate of all project components.	08
B	APPROVAL STAGE	
	Preparation of submission plan, model, reports, EIA Study, submission and approval from local bodies and Environmental clearance.	18
C	DETAILED DESIGN STAGE	
C.1	Submission of preliminary architectural drawings for Structural design and service drawings	19
C.2	Submission of preliminary structural design and drawings with the input from Proof consultants.	22
C.3	Submission of all services Drawings	23
C.4	Submission of Detailed Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document.	26
C.5	Submission of final tender documents for call of tender etc.	28
C.6	Submission of Detailed Architectural & Service Drawings	30
C.7	Submission of structural design and drawings	31
C.8	Submission of final "good for construction" architectural, structural, service and detailed drawings.	32
D	CONSTRUCTION STAGE	
D.1	Completion of 50% of construction work	58

D.2	Completion of 100% of construction Work	78
E	POST CONSTRUCTION STAGE	
E.1	Submission and approval of as- built completion drawings	82
E-2	Submission of case for obtaining completion certificate from local body, getting site inspected and submitting replies to objections	84
E.3	Obtaining completion certificate from local bodies and submission to Engineer in charge	90

PAYMENT SCHEDULE

Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

S. NO.	Activities	% of total fee payable	Cumulative %
A	PRELIMINARY STAGE		
A.1 A.3	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
A.4	On submission of preliminary project report including preliminary drawings and approval of preliminary cost estimate of all project components.	5	10
B	APPROVAL STAGE		
	On preparation of submission plan, model, reports, EIA Study, submission and obtaining approval from local bodies and Environmental clearance.	15	25
C	DETAILED DESIGN STAGE		
C.1 C.3	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
C.4	On submission and approval of Detailed Estimate & Details of measurement, Analysis of rate, tender drawings, specification and draft tender document.	10	40
C.5	On submission and approval of final tender documents for call of tender and tender drawings etc.	5	45
C.6 and C.7	On submission and approval of Detailed Architectural & Service Drawings and submission and approval of proof checked structural design and drawings.	10	55
C.8	On Issue of final "good for construction" architectural, structural, service and detailed drawings.	15	70
D	CONSTRUCTION STAGE		
D.1	On completion of 50% of construction work	5	75

D.2	On completion of 100% of construction Work	, 5	80
E	POST CONSTRUCTION STAGE		
E.1	On submission and approval of as- built completion drawings	5	85
E-2	On submission of case for obtaining completion certificate from local body, getting site inspected and submitting replies to objections	5	90
E.3	On obtaining completion certificate from local bodies and submission to Engineer in charge. Payment of stage E.3 shall start only when stage E.2 completes and paid.	10	100

Signed for and on behalf of consultant.

**Signed for and on behalf of
President of India.**

Section - 5

Formats

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called The Government) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called the said contractor(s)/consultants for the work (hereinafter 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 Government an amount not exceeding Rs..... only on demand by the Government .

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 Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors(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 Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 contractor(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 Government 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 Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Government that (indicate the name of the bank) the Government 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(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 Government or any indulgence by the Government to the said contractor(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 contractor(s).

7. We _____ lastly undertake not to revoke this
(indicate the name of the bank)

Guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Government. 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.

Dated the _____ day of _____ for
_____ (indicate the name of bank)

Dated:

Signed for and behalf of the firm

Witnesses:

(Authorized signature of the firm)

1. -----

(Name and Address)

2. -----

(Name and Address)

BRIEF INFORMATION FOR THE CONSULTANTS

1. The Name & Address of the Client : **Director Health Services, GNCT of Delhi**
2. Engineer-in-Charge : **Executive Engineer**
PWD Building Project Division B-234,
LNJP Hospital, New Delhi-110002
3. Department : **Public Works Department, Govt. of Delhi.**
4. This Document contains : Bid document containing Financial bid.
5. Tax liability : No Tax, Cess, and Levy except Services tax shall be paid to the consultants over their contract amount. In respect of service tax, same shall be paid by the consultant to the concerned department on demand and it will be reimbursed by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the consultant. Recoveries for Income Tax, education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments made periodically to the consultants.
6. Availability of Bid Documents :
Available on <http://delhigovt.nic.in/tender9/tendermain.asp>
7. Date and Time of pre-bid conference
Date : **30.09.2015 at 15:00hrs**
Venue : **Conference Hall, 3rd Floor, PWD, (GNCTD), MSO Bldg., I.P. Estate, New Delhi-110002.**
8. The date and time of submission of proposal : **05.10.2015 upto 15:00 hrs.**
9. Method of submission of the proposal : (i) Bid documents including duly filled-in Financial bid and (ii) Earnest Money and other documents shall be placed in two separate sealed envelopes. These two sealed envelopes shall be placed in a third sealed envelope.
All the envelopes shall be super scribed with the name of work and last date of submission of bid.
10. Date of opening of Financial bids : **05.10.2015 at 15:30 hrs.**
12. Proposal Validity period : **90 days** from the date of opening of financial bid.
13. EMD : An EMD of **Rs. 5,00,00.00 (Rupees Five lac)**

: **only**) in the form of receipt treasury challan /deposit at call receipt of a scheduled bank / fixed deposit receipt of schedule bank/ demand draft of scheduled bank drawn in favour of Executive Engineer, PWD Building Project Division B-233, Dr. BSA Hospital sector 6 Rohini Delhi-110085, must be submitted along-with the bid document. A part of earnest money is acceptable in the form of bank guarantee also. In such case 50% of earnest money or Rs. 20 Lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee. No other mode / form of payment shall be acceptable.

14 Period of Consultancy:

- :
1. Preliminary stage:
8 weeks from the date of commencement.
 2. Approval stage: 10 weeks from the date of approval of preliminary project report.
 3. Detailed design stage:
14 weeks from the date of order for detailed design
 4. Construction stage: After completion of the detailed drawing stage, intermittent inputs will be required from the consultants in clarifying the technical queries, site visit to make sure that the construction conforms to the design.
 5. **Post construction stage: 4 weeks** to submit completion drawings after physical completion of work.
 6. 8 weeks for obtaining completion certificate from local bodies.

Executive Engineer

INTEGRITY PACT

To,

M/s,
.....,
.....

Sub: NIT No.

Dear Sir,

It is here by declared that PWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PWD.

Yours faithfully

Executive Engineer

UNDERTAKING OF INTEGRITY PACT

To,
Executive Engineer,

Sub Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

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 Notice Inviting Tender (NIT) 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 NIT.

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 tender/bid 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 tender/bid, PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of PWD.
INTEGRITY AGREEMENT**

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

BETWEEN

President of India represented through Executive Engineer,(Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

Through(Hereinafter referred to as the "Bidder/Contractor")

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract

Herein after referred to as the "Contract".

AND WHEREAS the Principal/Owner 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 Bidder(s) and Contractor(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.

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

Article 1: Commitment of the Principal/Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, 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.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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.
- c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner 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 a substantive suspicion in this regard, the Principal/Owner 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)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department 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.
- 2) The Bidder(s)/Contractor(s) commits 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:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's 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.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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 Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal

directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(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.
- 5) The Bidder(s)/Contractor(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 Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(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 Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) 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 Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) 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.
- 2) 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/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner 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 12 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 Pact as specified above, unless it is discharged/determined by the Competent Authority, PWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) 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 their original intentions.
- 5) 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 Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of 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/Contract 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:

Executive Engineer,
(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Section - 6

Financial Bid

**LETTER OF TRANSMITTAL OF
FINANCIAL BID**

To,
Executive Engineer,

Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up- gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

Sir,

I/We have read and examined the complete document including the instructions to bidders, terms of reference and general conditions of the contract and services to be provided during preliminary stage, approval stage, detailed design stage, construction stage and post-construction stage for above-mentioned work.

I/We hereby submit our application on prescribed formats for undertaking the work referred to in the aforesaid documents upon the terms and conditions contained/ referred to therein. I/We agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

I/We undertake for the comprehensive consultancy on the terms & conditions of empanelment and to work immediately on receipt of the letter of acceptance and to complete the work within the time frame.

The offer is submitted in separate sealed covers marked as “**Bid document including duly filled-in Financial Bid**” and “**Earnest money along with other documents**”. These two sealed envelopes have been placed in a third sealed envelope with name of work and last date of submission of bid super scribed on each envelope.

The “**Financial Bid**” contains this bid document along with details duly filled in and duly signed by authorized representative.

By virtue of my/our signature below, I/We confirm that to the best of my/our knowledge and belief the information contained in the specified formats, sections thereof and any annexure thereto and all supporting and explanatory information is truthful and exact.

Signature	(Authorized Signatory of consultant)
(In capacity of)	
Duly authorized to sign	(Name and Address of Consultant)
The tender on behalf of	
-----	-----

Witness
Date:
Address:

Enclosures:

Seal of applicant

SIGNATURE OF APPLICANT

Date of submission.

FINANCIAL OFFER

Name of Work: Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.

S.No.	Description	Covered area	Unit	Rate in figures Rupees	Rate in words Rupees	Amount Rupees
1.	Planning and designing for Construction of New Block(s), additional floor (light weight structures) on existing buildings, remodeling and upgradation of existing building structures with all activities (including technical & structural feasibility) up to obtaining completion certificate from the local bodies and other activities as defined elsewhere in the bid document.	90,000	Square metre.			
					Total (Rupees)	

Note:

1. Rate quoted above are inclusive of services rendered towards remodeling, augmentation and up-gradation of services. Nothing extra on account of re-designing and re-modeling of services shall be paid.
2. The covered area of Additional Blocks, Additional Floor and area to be remodelled/ up-gradation given in BOQ is only suggestive. Actual covered areas are to be worked out by the Consultant as per Norms of MCI and Local Bodies. In case of any increase or decrease of area, payment will be made for actual area on the rate quoted by the agency.
3. In case of discrepancy in rates tendered in figures and words, amounts worked out against individual items and total amount; Rate in words will get higher validity over rate in figures. Amount worked out against individual items will get higher validity over total sum of bid.
4. For landscaping, payment shall be made to the consultant at one fourth of rate tendered by the lowest consultant against item No. 1 of financial offer (for per unit area rate of covered area).

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived therefrom to any person other than a person to whom we are authorized to communicate.

I/ We confirm that no escalation will be claimed over and above the agreed sum due to any increase in the cost of the Project due to delay in execution or providing some minor additional services, if required in the aforesaid Project.

Signed for and on behalf of the consultant

(Authorized signatory of the firm)

Dated

Witnesses:

1.....
(Name & Address)

2.....
(Name & Address)

FORM OF AGREEMENT

The agreement made on this.....day of month.....year
..... between the President of India, represented by Executive Engineer, PWD on the one hand hereinafter known as the President, which shall include his duly authorized representatives and officers of the CPWD/PWD, Government of Delhi and (name of consultant) on the other hand, hereinafter known as the Consultant, a firm carrying the business of rendering consultancy services from the premises located (address of consultant), which includes its authorized representatives, and legal heirs, joint venture partners each of which will be finally and severally liable to the President for all the obligations under this contract.

1. In consideration of the payment to be made by the department to the consultant, the consultant hereby agrees with the Engineer-in-charge to perform the service in the best professional manner and in conformity with the terms of reference and conditions of this agreement.
2. The following documents shall be part of this agreement
 - (a)
 - (b)
 - (c)

for the work **Comprehensive planning and designing for construction of New Blocks, Additional Floors and Remodelling and Up-gradation of existing blocks for expansion of Government Hospitals situated in Central District of Delhi.**

Dated

(Consultant)

Executive Engineer,

1. Witness:

2. Witness:

UNDERTAKING

I/We have read and examined the Bid documents.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in the 'Time Frame' for various activities in all respects with the specifications, design, drawings and instructions in writing referred to in Rules and Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

A sum of **Rs. (Rupees Only)** has been deposited in cash / receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, If I/We fail to commence work as specified, I/WE agree that the said President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest 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 69 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:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.....
(Rupees.....).

The letters referred to below shall form part of this agreement:-

- i)
- ii)
- iii)

For & on behalf of the President of India

Signature.....

Dated

Executive Engineer