

**HSCC (INDIA) LIMITED**  
**as Executing Agency of**  
**MINISTRY OF HEALTH & FAMILY WELFARE**

**“Appointment of Consultant for Comprehensive Planning and  
Designing of the Proposed All India Institute of Medical  
Sciences at Kalyani, WB”**

**RFP Document**

Volume – I

Volume – II

Volume - III

**July 15, 2016**

**HSCC(India) LTD**

E-6(A), Sector 1

Noida 201301

**Tender No. HSCC/3-AIIMS/RFP/2016/Kalyani**

**RFP**  
**for**  
**“Appointment of Consultant for Comprehensive Planning and  
Designing of the Proposed All India Institute of Medical  
Sciences at Kalyani, WB”**

**Volume I**

Notice Inviting Bid  
Instruction to Bidders (including Eligibility criteria)  
Terms of Reference  
Evaluation process and criteria

**July 15, 2016**

**HSCC(India) LTD**

E-6(A), Sector 1

Noida 201301

**Tender No. HSCC/3-AIIMS/RFP/2016/Kalyani**

====PRESS NOTICE====

**MINISTRY OF HEALTH & FAMILY WELFARE  
GOVERNMENT OF INDIA  
NOTICE INVITING 'REQUEST FOR PROPOSAL' (RFP)  
(GLOBAL ENQUIRY)**

No. HSCC/3-AIIMS/RFP/2016

Dated 14.07.2016

HSCC (India) Limited, as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project, invites **Request for Proposals** from eligible Architectural Firms/Consortium of Firms for the Comprehensive Architectural Planning and Designing for the proposed three All India Institute of Medical Sciences at (i) Mangalagiri, District Guntur, AP, (ii) Nagpur, Maharashtra & (iii) Kalyani, West Bengal under 'PradhanMantriSwasthyaSurakshaYojana' (PMSSY). Each of the Institute would be a 960 bedded Hospital with Teaching and Research Facility and allied infrastructure/services.

The prospective bidders may download the RFP document from HSCC website, <http://www.hsccltd.co.in>, CPP Portal <http://www.eprocure.gov.in>, MoHFW Website <http://www.mohfw.nic.in> and PMSSY Portal <http://pmssy-mohfw.nic.in> from 15.07.2016 for further details regarding the eligibility criteria, Scope of Work, submission of bids, Conditions of Contract, etc. The last date of submission is 09.09.2016. A pre-submission conference shall be held at HSCC Corporate Office at Noida (UP) on July 29, 2016 at 1100 hrs. The interested bidders may bid for one or more locations. The cost of RFP Document is Rs.5000/- for each location and the Bid Security is Rs.10 lakhs for each Location.

Prospective applicants are also advised to regularly scan through HSCC website <http://www.hsccltd.co.in> and CPP Portal <http://www.eprocure.gov.in> as Corrigendum/amendments etc., if any, will be notified on these websites only and no separate advertisement will be made for this.

Chief General Manager, HSCC (India) Ltd.  
Email – [rfpaiims@hsccltd.co.in](mailto:rfpaiims@hsccltd.co.in)  
Tele:+91 120 2542436 – 40

**MINISTRY OF HEALTH & FAMILY WELFARE  
GOVERNMENT OF INDIA  
DETAILED NOTICE INVITING 'REQUEST FOR PROPOSAL' (RFP)  
(GLOBAL ENQUIRY)**

No. HSCC/3-AIIMS/RFP/2016

Dated 14.07.2016

HSCC (India) Limited, as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project, invites **Request for Proposals** from eligible Architectural Firms/Consortium of Firms (having experience and sound background as Design & Architecture Consultant of setting up large Hospital and Medical Colleges) for the Comprehensive Architectural Planning and Designing for the following works under 'PradhanMantriSwasthyaSurakshaYojana' (PMSSY):

Name & description of work	Bid Security	Date of sale of RFP documents online	Last date of Submission
<b>RFP No. HSCC/3-AIIMS/Guntur/2016</b> Comprehensive Planning and Designing including preparation and development of Concepts, Master Plan for the campus, preparation of all Preliminary and Working Drawings for various buildings/structures, including preparation of Specifications and Schedule of Quantities for the proposed 'All India Institute of Medical Sciences' at Mangalagiri, Guntur (AP), India	Rs.10 lakhs	From 15.07.2016 to 09.09.2016 up to 14:00 hrs.	09.09.2016 up to 15:00 hrs.
<b>RFP No. HSCC/3-AIIMS/Kalyani/2016</b> Comprehensive Planning and Designing including preparation and development of Concepts, Master Plan for the campus, preparation of all Preliminary and Working Drawings for various buildings/structures, including preparation of Specifications and Schedule of Quantities for the proposed 'All India Institute of Medical Sciences' at Kalyani, West Bengal, India	Rs.10 lakhs	From 15.07.2016 to 09.09.2016 up to 14:00 hrs.	09.09.2016 up to 15:00 hrs.
<b>RFP No. HSCC/3-AIIMS/Nagpur/2016</b> Comprehensive Planning and Designing including preparation and development of Concepts, Master Plan for the campus, preparation of all Preliminary and Working Drawings for various buildings/structure, including preparation of Specifications and Schedule of Quantities for the proposed 'All India Institute of Medical Sciences' at Nagpur, Maharashtra, India.	Rs.10 lakhs	From 15.07.2016 to 09.09.2016 up to 14:00 hrs.	09.09.2016 up to 15:00 hrs.

The scope of the works shall include but not be limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural & Structural Drawings, Interior Drawings for all the buildings including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with their cost estimates, and specifications etc. including space, infrastructure and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS.. The bidders may bid for any one or more locations.

The cost of RFP documents is Rs.5000/- for each location. A pre-submission conference shall be held at HSCC Corporate Office on 29.07.2016 at 1100 hrs. Prospective bidders may please log on to HSCC website <http://www.hsccld.co.in>, CPP Portal - <http://www.eprocure.gov.in>, MOH&FW website <http://www.mohfw.nic.in> and PMSSY portal <http://pmssy-mohfw.nic.in> from 15.07.2016 for detailed NIT, for downloading RFP documents, for pre-bid conference details, for details of submission & for other tender details.

The submission of bid in three parts and all three parts are to be physically submitted to the office of Chief General Manager, HSCC (India) Limited as described in detail in RFP documents.

HSCC reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HSCC website <http://www.hsccld.co.in> and CPP

Portal - <http://www.eprocure.gov.in> as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Chief General Manager  
HSCC (India) Limited  
E-6(A), Sector 1,  
Noida (UP) – 201 301 INDIA  
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## **DISCLAIMER**

HSCC (I) LTD has prepared this 'Request for Proposal' (RFP) document as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

While HSCC has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither they nor any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the exhaustiveness/completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this RFP are required to make their own inquiries/surveys with respect to the subject of this RFP and will be required to confirm, in writing, that they have done so and that they did not rely solely on the information in RFP.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

HSCC reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent. .

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

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## DEFINITIONS

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise :

“**AIIMS**” shall mean All India Institute of Medical Sciences at Kalyani, WB.

“**Assignment Fee**” shall mean the fee to be paid by HSCC to the Design Consultant for providing the services for the Project as per the scope of works mentioned in the Contract.

“**Bid**”/“**Proposal**” shall mean the signed technical and financial offer submitted by the Bidder in response to this RFP.

“**Bidder (s)**” shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.

“**Bid Security**” shall mean the amount to be deposited by the Bidders with the Bid as per clause 2.6.7

“**Bid Validity**” shall mean the period for which the Bids shall remain valid as per clause 2.6.7.

“**Client's Requirements**” means the document named Client’s Requirements, attached in the Volume III of RFP.

“**Contract Agreement**” shall mean the agreement to be signed between the Successful Bidder and HSCC for the execution of the Project.

“**Design Consultant**” shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.

“**Design**” means Comprehensive Planning and Designing of the Proposed AIIMS including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work.

“**Evaluation Committee**” shall mean the committee constituted by HSCC for the evaluation of the bids.

“**HSCC**” shall mean HSCC (India) Limited having its registered office at 205, Eastend Piazza, Plot No. 4, DDA-LSC, Centre-II Vasundhra Enclave, Delhi-110096 and corporate office at E-6(A), Sector-1, Noida-U.P. Pin; 201301 who has been appointed by MoHFW as Executing Agency for this project and who will supervise the work of Design Consultant for which this RFP has been invited

“**Institute**” shall mean All India Institute of Medical Sciences at Kalyani, WB.

“**LOA**”/“**Letter of Award**” shall mean the letter issued by HSCC to the Successful Bidder inviting him to sign the Contract Agreement

“**MoHFW**” shall mean the Ministry of Health & Family Welfare, Government of India.

**“Performance Security”** shall mean the amount to be paid by the Successful Bidder as per clause 3.5 of RFP.

**“Project”** shall mean setting up of AIIMS including its commissioning and stabilization with Comprehensive Planning and Designing of the Proposed AIIMS including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work

**“RFP”** shall mean this Request for Proposal.

**“Site”** shall mean the place where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP. Institute may be located on one or more parcel(s) of land

**“Start of Work”** shall mean the date of commencement of works by the Design Consultant as defined in clause 1.2 of Notice Inviting Bid.

**“Tender Processing Fee”** shall mean the amount to be paid by the Bidders with the Bid as per clause 2.6.4

**All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]**

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## BACKGROUND INFORMATION

### 1.1 BACKGROUND

The new All India Institutes of Medical Sciences (AIIMS) are being established under AIIMS (Amendment) Act 2012 as a Central Government autonomous Institute of national importance. The mandate of the Institute is to develop –

- Medical Education.
- Medical Research
- Tertiary Healthcare

Government of India proposes to establish three new All India Institutes of Medical Sciences (AIIMS) at Nagpur in Maharashtra, at Manglagiri in Andhra Pradesh and at Kalyani in West Bengal under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).

The proposed Institutes shall have state-of-the-art multi-specialty/super-specialty facilities with captive Hospital, Medical College (at undergraduate level with annual intake of 100 students and PG/Doctoral Courses in various specialty/super-specialty disciplines), administrative block, AYUSH block, Auditorium, Nursing College, Night Shelter, Hostels, Residential facilities and other ancillary requirements to make the campus self sufficient. A more detailed list of buildings/infrastructure proposed is given in the Terms of Reference (TOR).

These Institutes will participate in providing national leadership in education of the Practicing Physicians & Surgeons and Medical Scientists, medical research and in the application of sophisticated medical technology to patient care. The activities of the Institutes will focus on providing the highest quality patient care services, medical education and in advancing medical research.

Hospitals in India attract large crowds and the facilities being created are to be used by all sections of the society. It is envisaged that these facilities would be holistic in nature, economical to build, respond to the local environment and climatic conditions and create an environment which is user friendly.

These Institutes have been envisaged as Centre of Excellence for undergraduate and post-graduate Medical Education, Nursing Education and Medical Services and are to be trend setter

in Health Research and advancement of Medical Sciences in India. These Institutes will implement new approaches in medical education and provide best facilities for postgraduate/doctoral studies and research.

All buildings shall be sustainable, energy efficient and use space optimally. The entire campus should be designed as a zero discharge campus. Campus should be designed so as to leave enough space for future expansion.

Land parcel measuring 180 acres has been identified and selected for the establishment of the proposed AIIMS at Kalyani, West Bengal. The details of the site location and Topographical contour report is available at Annexure II & III of this Volume.

## **1.2 Proposed Buildings and Services**

The institute complex will be designed contextual with locale with modern, sustainable, Energy Efficient buildings in accordance with standard and best practices guidelines. The complex will have major component buildings as specified in Volume III Section 2. Based on the user requirement, any number of more building(s) can be added or deleted in this list.

**Notice Inviting Bid  
(Pages 16 to 18)**

## SECTION -1

### NOTICE INVITING BID

#### 1.1 General

HSCC (India) Limited, as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project invites sealed Bids from eligible Bidders to submit their Bids for providing consultancy for the comprehensive Design & Architecture of the Proposed AIIMS. This shall include but not be limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS.

#### 1.2 Important Information

<b>Bid Security amount</b>	Rs. 10.00 lakhs. (Rs. Ten lakhs only)
<b>Tender Processing Fee (Non-refundable)</b>	Rs.5,000 (Rupees Five thousand only) to be paid through a Demand Draft in favor of HSCC(I) Ltd., payable at NOIDA/New Delhi
<b>Issue of RFP documents</b>	Documents shall be available online at HSCC website <a href="http://www.hsccltd.co.in">http://www.hsccltd.co.in</a> , CPP Portal - <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> , MOH&FW website <a href="http://www.mohfw.nic.in">http://www.mohfw.nic.in</a> and PMSSY portal <a href="http://pmssy-mohfw.nic.in">http://pmssy-mohfw.nic.in</a> from 15.07.2016 to 09.09.2016 up to 14:00 hrs.
<b>Pre Bid Conference</b>	29.07.2016 at 11.00 am at HSCC Office, Noida
<b>Last date for submission of queries</b>	16.08.2016
<b>Last Date &amp; time of Submission of Bids (Bid due date)</b>	09.09.2016 at 15.00 Hrs
<b>Place of submission of bid</b>	In the office of Chief General Manager, HSCC(India) Ltd., E-6(A), Sector 1, Noida-201 301, Dist: Gautam Buddh Nagar (UP)
<b>Date &amp; time of opening of Bids</b>	09.09.2016 at 15.30 hrs
<b>Dates for Bidders to make presentations to the Evaluation Committee</b>	To be intimated later
<b>Date and time of submission of performance security</b>	15 days from issue of LOA
<b>Date and Time of signing of Contract</b>	30 days from issue of LOA

<b>Agreement</b>	
<b>Commencement of work</b>	From the date of issue of LOA
<b>Completion period of the Work</b>	Projected duration for the completion of the project including its stabilizing and commissioning is 4 (Four) years. The Design consultant shall be associated with the project till its completion. Time period for key deliverables is given in Terms of Reference.
<b>Bid Validity</b>	120 days from the closing date of submission of bid or any extension thereof.
<b>Address for Communication</b>	Chief General Manager HSCC(India) Ltd. E-6(A), Sector 1 Noida-201 301 Dist: Gautam Buddh Nagar (UP) Telephone No. 0120-2542436-40; Fax: 0120-2542447 Email – <a href="mailto:rfpaiims@hsccltd.co.in">rfpaiims@hsccltd.co.in</a>

Bidders may note that the Bids shall be submitted in 3 parts – (i) Technical Package Part I, (ii) Technical Package Part II and (iii) Financial Bid. The last date of submission of complete bids is 09.09.2016 upto 1500 hrs. The bids (all 3 parts) are to be submitted physically in the manner as described in Clause No. 2.6 in the office of Chief General Manager, HSCC(India) Ltd. at the address mentioned above.

### 1.3 Significant Points

- 1.3.1 Bidder must not be blacklisted or debarred by any Government Agency or Public Sector Undertaking. Bidder is to submit undertaking in this regard as per form T-1(E)
- 1.3.2 The bidder shall submit his bid in three parts namely; (i) Technical Package Part I, (ii) Technical Package Part II and (iii) Financial Bid. The details are provided under **clause 2.6.3** of this RFP Document.
- 1.3.3 RFP document consists of:

#### Volume 1

- Notice Inviting Bid
- Instructions to Bidders (Including Eligibility and Qualifying criteria)
- Terms of Reference
- Evaluation Process & Criteria
- Annexures

#### Volume 2

- General Conditions of Contract (GCC)

**Volume 3**

- Client Requirements
- Scope of Services to be provided

- 1.3.4 Bidders may obtain further information in respect of this RFP document from the office of the Chief General Manager, HSCC(India) Ltd., E-6(A), Sector 1, Noida 201301 and during the pre bid conference to be held as per clause 1.2 above.
- 1.3.5 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.7.2 of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3.6 HSCC reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against HSCC for rejection of their Bid.

**Chief General Manager**  
**HSCC(India) Ltd,**  
**E-6(A), Sector 1,**  
**Noida 201 301.**  
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# Instruction to Bidders

## (Pages 19 to 35)

### SECTION II

#### INSTRUCTIONS TO BIDDERS

#### 2.1 Important Points

- a. **Pre Bid conference** shall be held on 29.07.2016 at 11.00 hrs. at HSCC Office, Noida
- b. **Date and time of opening of Bid** (Clause 1.2 of Notice Inviting Bids) is 09.09.2016 at 15.30 Hrs. at HSCC Corporate Office, E-6(A), Sector 1, Noida-201 301
- c. **Bid Security** as per the Clause 1.2 of Notice Inviting Bids is Rs.10.00 Lacs (Rupees Ten Lacs Only) to be submitted with the RFP.
- d. **Period of Bid Validity**(Clause 2.6.8), **120 days** from the closing date of submission of Bid or any extension thereof.
- e. Date of Start of Work is from the date of issue of LOA.
- f. Period of completion :

Master Plan & Concept Designs	02 calendarmonths from date of issue of LOA
Detailed Design & Drawings	06 calendarmonths from date of issue of LOA
Tender documents and Working Drawings	12 calendarmonths from date of issue of LOA
	Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.

- g. **Performance Security** (Form C) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Design Consultant.

#### 2.2 Eligibility to bid

- 2.2.1 Interested National/foreign independent Legal entities/ Consortium (consortium to have maximum of 2 members only) having experience in similar nature of work and meeting the following eligibility criteria may submit their proposal:

##### A. Technical Criteria

Having experience of satisfactorily completing comprehensive Design & Architectural work, in single Work Order, in the last Twelve years (ending previous day of last date of

submission of bids) for any of the following similar nature of work(s) as a sole consultant or as a member of a consortium :

- (i) **One 500 bedded** Super-Specialty/ multi-specialty hospital with teaching facility in India/ abroad
- or**
- (ii) At least **two 250 bedded** Super Specialty/multi-specialty hospital with teaching facility in India/abroad
- or**
- (iii) **One 750 bedded** Super specialty/multi-specialty hospital in India/abroad
- or**
- (iv) At least **two 400 bedded** Super specialty/multi-specialty hospital in India/abroad

**Note :**

- The Qualifying Work(s) should be physically completed at site
- The completion certificate of the work(s) issued by the client shall be submitted along with RFP documents by the bidder. (Form T-1C)
- Bidders shall enclose copies of letters of Award for the works duly certified {clearly mentioning the scope of work handled by the bidder (sole firm/member of the consortium) . These shall be duly authenticated.
- The Certifying authority of the Client Organisation for these qualifying works shall not be below the rank of Executive Engineer for Government works and for Private Works a person holding Power of Attorney/Authorized signatory duly authorized to do so.
- Scope of similar nature of works for comprehensive architecture and design in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying
- Teaching facility means – Medical Education facility with Undergraduate and/or Post Graduate level (excluding Dental, nursing & Paramedical)
- The bidder must have past experience of executing similar nature of work as a single firm or as a member of consortium. In case past experience of the bidder is as a member of a Consortium, the bidder should have been involved in that consortium as the Architect in that past experience
- The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. This certificate should be as per Form T-1C.

**B. Financial Criteria-**

- (i) Bidders (Single firm/ Consortium of firms-*Turnover of each member of Consortium will be accounted for to arrive at average annual financial turnover of consortium*) should have average annual financial turnover, from consultancy assignments, of Rs.

5.0 crores (or equivalent US dollars as per exchange rate on the previous day to the last date of submission of bid) in immediate preceding three financial years as applicable.

- (ii) In case of a consortium, each member shall have a minimum turnover, from consultancy assignments, of Rs.2.5crores (or equivalent US dollars as per exchange rate on the previous day to the closing date of submission of bid) as average annual consultancy turnover in immediate preceding three financial years as applicable.

Note:

- Experience and financial turnover of sub consultants resources will not be considered for meeting the Qualifying financial/work experience requirements and criteria

Bids are also being invited separately for two more locations along with this bid. Subject to the bidder fulfilling the eligibility criteria, the bidder would be eligible to be considered for one or more locations against which the bidder has submitted bids provided that he has proposed distinct team leaders and team of key resource personnels for each location..

CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the RFP. The details of CQCCBS selection parameters are provided in the RFP.

## 2.3 Disqualification

Even if a Bidder meets the above criteria, HSCC may disqualify the Bidder if:

- a. The Bidder has:
  - i. Made misleading or false representations in the forms, statements and attachments submitted; **or**
  - ii. The Bidder gets blacklisted or debarred by any Government Agency even after submission of this RFP and while the bids are under evaluation; **or**
  - iii. Submitted more than one Bid for the same work.
- b. No bidder either individually or as part of a Consortium shall submit more than one proposal for the proposed work. A bidder, applying either individually or as part of a Consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

## 2.4 Norms for JV/ Consortium

2.4.1 In cases where the Bidders are consortium, they shall have to comply with the following additional requirements:

- I. The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract

with HSCC and to carry out all the obligation under the contract. The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member and both the members of consortium shall be jointly and severally liable for the performance of the contract. The consortium agreement shall be governed by the laws of India and shall be subject to the jurisdiction of Indian Court only.

- II. Duly notarized copy of consortium agreement shall be submitted along with the /Proposal/Bid failing which, the /Proposal/Bid shall be declared as non-responsive and summarily rejected.
- III. The Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by duly notarized Power of Attorney as per form E and should be signed by all the members on a non-judicial stamp paper of appropriate value.
- IV. All the members of the Consortium shall be jointly and severally liable for the execution of the Project
- V. Consortium to have maximum of TWO members only

## **2.5 RFP Documents**

### **2.5.1 Contents of RFP Documents**

RFP Document shall consist of the documents listed in Clause 1.3.3 of Notice Inviting Bids along with any schedules, addendum or corrigendum etc. issued by HSCC for the purpose.

### **2.5.2 Pre-Bid Conference**

HSCC shall conduct a pre-bid conference at the time and venue mentioned in Clause 1.2 of Notice Inviting Bid to answer any queries that the Bidders may have in connection with the proposed work.

### **2.5.3 Clarifications**

Bidders can seek clarifications to the RFP document by writing at the mailing address indicated in Clause 1.2 of Notice Inviting Bid or by tele-fax/Mail as per the deadline mentioned in Clause 1.2 of Notice Inviting Bid or during prebid conference. The clarifications shall be uploaded on HSCC website <http://www.hsccltd.co.in> and CPP Portal - <http://www.eprocure.gov.in> as corrigendum/amendments. (but without identifying the source of the inquiry) .

### **2.5.4 Amendments to the RFP Document**

- i. At any time prior to the deadline for the submission of Bids, HSCC may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.

- ii. The addendum/ corrigendum will be available on HSCC website <http://www.hsccltd.co.in>, CPP Portal- <http://www.eprocure.gov.in>. Separate notification/advertisement will not be made for this in the print media.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HSCC may, at its discretion, extend the deadline for the Submission of Bids.

## **2.6 Preparation of Bid**

### **2.6.1 Bidders responsibility**

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Sub-clause 1.3.3 of Notice Inviting Bids including instructions, conditions, forms, terms, Client's requirements etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and HSCC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **2.6.2 Project Inspection and Site Visit**

- i. The Site information given in this RFP is for guidance only. The Bidder is advised to visit and examine the Site and its surroundings at his/their cost and obtain all information that they may deem necessary for preparing the Bid. Bidder can obtain information from HSCC regarding contact persons for the site visit. Any expenditure towards presentation and preparation of bids, shall be borne by the bidder at his/ their own cost.
- ii. HSCC shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by HSCC.

### **2.6.3 Documents Comprising the Bid**

The Bidders shall submit their bids in three parts i.e., (i) Technical Package Part I, (ii) Technical Package Part II & (iii) Financial Bid.

The Technical Package has to be submitted in two parts (i) Technical Package Part-I and (ii) Technical Package Part-II

Technical Package Part – I shall consist of information confirming responsiveness and other information from Bidders as required under this RFP and Technical Package Part-II shall consist of the Technical Bid.

**(I) Technical Package Part – I shall contain the following:**

- a) Form of Bid, as per Form A
- b) Checklist for the enclosed documents as per the format attached as Annexure 1

- c) Demand Draft for Tender Processing Fee of Rs. 5000/-
- d) Bank Guarantee, as per the format attached as Form B, towards Bid Security in original in a separate envelope, sealed and duly marked “Bid Security”
- e) Power of Attorney as per form D (in favor of the authorized signatory of the Bidder) to submit Bid.
- f) In case of a Consortium, as explained in Clause 2.4, Declaration of the lead member as per form E
- g) ‘Consortium Agreement’ in case of a Consortium
- h) Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)
- i) Initialed RFP document as listed in Clause 1.3.3 of Notice Inviting Bids
- j) Documentation of Experience of successfully completing projects of similar nature in the form T-1(A) meeting the eligibility criteria as per Clause 2.2 above, with certificate issued by the Client Organisation for the said works as per Form T-1(C) for each work.
- k) Form T-1(B), Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2, with certificate issued by client as per Form T-1(C) for each work.
- l) Financial Information in Form T-1(D).
- m) Undertaking against blacklisting/debarred Form T-1(E)

The Bidder is required to submit certificate of completion of assignment issued by the respective Client Organisation as a proof of meeting the Eligibility Criteria stipulated under clause 2.2. Self Certification by the firms for their works shall not be considered for prequalification. Form T-1(C) to be used for this purpose.

However HSCC reserves the right to seek any clarification from bidders for details submitted with this package of Bid. Wherever sought, during evaluation by HSCC, the Bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc. clearly giving the reference to the evidence against the relevant portion.

**(II) Technical Package Part – II shall contain the following:**

- (a) **Technical Bid** – All such documents which are required to substantiate criteria at S. No. 2 & 4 of clause No. 4.2, are to be submitted in this part
- (b) **Organisational Capability – Proposed team for the assignment**
  - i. Academic qualification and Relevant work experience of the Team Leaders and Key Resource Personnel of the staff in Form T-2
  - ii. CV’s recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last seven (07) years.

In **addition** to the above, following information shall also be furnished in **Technical Package Part-II**:

- a) An organization chart for the present Consultancy Assignment with roles and responsibilities of each key staff member (identified by name), within the overall work program.

The Bidder shall clearly demonstrate the capabilities of the team leader in the preparation of the masterplan and planning of buildings for a commissioned hospital in the design and implementation of a masterplan for a commissioned multi-specialty Hospital by giving examples and details of such projects and work done in the Project.

Bidder will be asked to make a presentation of the project(s) already executed to demonstrate the capabilities

**The Bid should be prepared keeping in mind the evaluation criteria defined in Section IV.**

Following would be required to be demonstrated during presentation as described in Clause 4.2 –

- 1) Demonstration of competence based on previous project / projects
- 2) Proposed Approach and methodology for designing & integration of Teaching , Research and Healthcare facilities for this project
- 3) Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project
- 4) Designing of a sustainable large campus

Note :

1. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of HSCC shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.
2. All documents issued for the purpose of bidding as described in Clause 1.3.3 of Notice Inviting Bids and any amendments issued in accordance with Clause 2.5.4 shall be deemed as incorporated in the Bid.

**III. FINANCIAL BID Envelope No. III** Shall comprise the following:

**FINANCIAL BID:** The Financial bid shall be sealed in separate envelope marked “ FINANCIAL BID” and shall be submitted along with the bid as per the “ Format for the Financial Proposal” ( Appendix 2) duly filled in and signed. The financial package (Appendix 2 - PRICE BID) should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT, , etc. excluding Service tax as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO). Bids containing any conditions in Envelope III shall be summarily rejected.

(A) **Service tax, if any, paid by the appointed Design Consultant on the payment released to them under this Contract shall be reimbursed, at actual, on the submission of proof of payment by the Design Consultant. The Bidder must fill up the price as per format for the Financial Proposal (Appendix 2).**

(B) Bidders may note that the price should not be indicated in any of the document enclosed in Technical Package Part I or Technical Package Part II. Non compliance shall entail rejection of the bid. Any addition, modification, alteration etc. if observed in any of the bid documents containing all volumes (all parts) at any stage the bid shall be summarily rejected.

#### **2.6.4 Tender Processing Fees**

The Bidder shall pay a Tender Processing Fee of Rs.5000.00 (Rupees Five Thousand only). Tender Processing Fee shall be enclosed along with technical package part I and shall be payable through a demand draft (non-refundable) drawn in favor of “HSCC (India) Limited”, payable at NOIDA/New Delhi. Any bids not accompanied by the Tender Processing Fees shall be rejected and shall not be considered for further evaluation / selection.

#### **2.6.5 Language of Bid**

The Bid and all related correspondence and documents relating to the Project shall be written in the English language. Supporting documents and printed literature furnished by the Bidder, if any, may be in another language provided they are accompanied by an accurate English translation. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation may not be considered.

#### **2.6.6 Currency of Bid**

All payments for the project shall be made in Indian Rupees only.

#### **2.6.7 Bid Security**

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Clause 1.2 of Notice Inviting Bids.
- ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India.. The format of the Bank Guarantee shall be as per Form B provided in this RFP. The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid (i.e. 165 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Bid Security shall be endorsed/pledged in favor of HSCC and shall be submitted in a separate envelope super scribed “**Bid Security for Appointment of Consultant for comprehensive planning and designing of the proposed All India Institute of Medical Sciences at Kalyani, WB**”.

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- iii. Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
  - iv. The Bid Securities of unsuccessful Bidders shall be discharged/ returned by HSCC as promptly as possible, after the expiration of the Bid Validity as defined in Clause 2.6.8.
  - v. The Bid Security of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with HSCC and on submission of Performance Security, as mentioned in Clause 3.6 of Terms of Reference.
  - vi. The Bid Security shall be forfeited:
    - a. If a Bidder withdraws his Bid during the period of Bid Validity, or
    - b. In the case of the Successful Bidder,;
      - I. The necessary Performance Security for performance is not furnished as per Clause 3.5 and/or
      - II. the Contract is not signed within the time limit specified in Clause 2.8.2
    - c. The Bidder tries to influence the Bid process/ employees of HSCC/members of Evaluation Committee in any manner or breaches standards of ethics as per Clause 2.11

#### **2.6.8 Bid Validity**

Bids shall be valid for a period as specified in Clause 1.2 of Notice Inviting Bids.

#### **2.6.9 Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, HSCC may request Bidders to extend the Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

#### **2.6.10 Format and Signing of Bid**

- i. Bid documents (Technical Package Part I, Technical Package Part II and Financial Bid) shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.6.16 of the Instruction to Bidders.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HSCC, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

### 2.6.11 Sealing and Marking of Bids

- i. The bid shall be submitted in three parts, Technical Package Part I and Technical Package Part II & Financial Bid. The Technical Package Part I and Technical Package Part II & Financial Bid shall be sealed in three separate envelopes clearly marked as “Technical Package Part I”, “Technical Package Part II” and “Financial Bid”. The three envelopes along with the envelope containing the Bid Security shall be wrapped in an outer envelope addressed to Chief General Manager, HSCC (India) Ltd., E-6(A), Sector 1, Noida – 201301 duly super scribing on top “Proposal for Appointment of Consultant for comprehensive planning and designing of the proposed All India Institute of Medical Sciences at Kalyani, West Bengal”. The outer envelope should also bear the name and address of the bidder.
- ii. The contents of Technical Package shall be as detailed under Clause 2.6.3 herein.
- iii. The Financial Bid shall be submitted as per the format for the Financial Proposal (Appendix 2) duly filled in and signed.
- iv. No responsibility will be accepted by HSCC for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

### 2.6.12 Submission of Bids

- i. The envelope containing the bids comprising the Technical packagePart I, Technical Package Part II and Financial Bid should be submitted to:  
**The Chief General Manager**  
HSCC(I) Ltd,  
E-6(A), sector 1  
Noida (UP), 201 301.  
INDIA
- ii. The last date and time for submission of Bids is given in Clause 1.2 of Notice Inviting Bids. HSCC may, at their discretion, extend this date, in which case all rights and obligations of HSCC and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. HSCC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- iv. Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Bidders should note that the Bids should be submitted before the last date and time for submission of completed Bids as given in Clause 1.2 of Notice Inviting Bids.

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### **2.6.13 Modifications/ Substitution/ Withdrawal of Bids**

- i. The Bidder may modify, substitute, or withdraw his submitted Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by HSCC on or before the last date for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- ii. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids in accordance with Clause 2.6.10 and 2.6.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

### **2.6.14 Bid Due Date**

- i. Bids should be submitted before the stipulated date and time as specified in Clause 1.2 of Notice Inviting Bids.
- ii. HSCC may at its sole discretion, extend the Bid due date by issuing an addendum in accordance with Clause 2.5.4.

### **2.6.15 Late Bids**

Any Bid received in office of the Chief General Manager, HSCC (India) Ltd. after the deadline prescribed for submission of Bids in Clause 1.2 of Notice Inviting Bids herein will be returned unopened to the Bidder.

### **2.6.16 Power of Attorney**

- i. Bidders shall submit along with Part 1 of the technical Bid, Power of Attorney as per Form D, on a non-judicial stamp paper of an appropriate value duly notarized, in favor of the authorized person signing the Bid documents. The said authority shall also include authority to make corrections/ modifications and interacting with HSCC and for acting as the contact person .
- ii. In case of a Consortium, each member of the Consortium shall also submit a Declaration as per Form E for the appointment of the lead member in accordance with clause 2.4 on a non-judicial stamp paper of an appropriate value duly notarized. The lead member should authorize the authorized signatory of the Consortium.

## **2.7 Bid Opening and Evaluation**

### **2.7.1 Bid Opening**

- i. The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids in the office

of the Chief General Manager, HSCC (India) Ltd, E-6(A), Sector 1, Noida – 201301. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.

- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 2.6.13 shall not be opened.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in clause 2.6.3. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by HSCC and the said Bidder's Proposal will not be considered for further processing/evaluation.
- v. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HSCC or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package Part II of only those bidders shall be opened whose Bid Security, Tender Processing Fee are found in order and who also meet the qualification/eligibility Criteria as given at Clause 2.2. The date of opening of the Technical Package Part II shall be informed to the eligible bidders.
- vii. The bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.
- viii. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections
- ix. The proposals shall be valid for a period of 120 days from the closing date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

### **2.7.2 Determination of Responsiveness**

- i. Prior to the detailed evaluation of the Bids, HSCC will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
  - a. is received by the Bid due date as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.
  - b. is signed, sealed and marked as stipulated in Clauses 2.6.10 and 2.6.11
  - c. is accompanied by the Power(s) of Attorney as specified in Clause 2.6.16

- d. contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.
  - e. is valid for the validity period as set out in Clause 2.6.7 and 2.6.9
  - f. is accompanied by required fee for the RFP
  - g. is accompanied by the Bid Security
  - h. conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. “Deviation” may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HSCC’s rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by HSCC. The decision of HSCC as to which Bids are not substantially responsive shall be final.

### **2.7.3 Evaluation of Bids**

- i. HSCC would subsequently examine and evaluate Bids in accordance with the criteria set out in **Section IV**.
- ii. HSCC reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or found out; or
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

### **2.7.4 Clarification of Bids**

Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical package only. Bidder shall not be allowed to submit, on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidder accurately and specifically in their technical proposal avoiding ambiguous answers. However, HSCC reserves the right to seek any clarification from Bidders for details submitted with technical package.

### **2.7.5 Confidentiality**

- i. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.

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- ii. Any effort by a Bidder to influence the employees of HSCC/ members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

## **2.8 Award of Contract**

### **2.8.1 Notification of Award**

- i. Prior to the expiry of the period of Bid Validity, HSCC will notify the successful Bidder by Tele-fax or by e-mail, to be confirmed in writing by registered post/ by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, HSCC will pay to the Design Consultant in consideration of the work performed by the Design Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of HSCC. No correspondence will be entertained by HSCC from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder as per clause 3.5, HSCC will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

### **2.8.2 Signing of Agreement**

- i. HSCC shall prepare the Agreement in the Performa (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HSCC and the Design Consultant through their authorized signatories will be supplied by HSCC to the Design Consultant.
- iv. In case Successful Bidder does not sign the Contract with HSCC, HSCC reserves the right to retender the project.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

## **2.9 Conflict of Interest**

- 2.9.1 HSCC requires that Design Consultant provides professional, objective, and impartial advice and at all times hold HSCC's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

2.9.2 Without limitation on the generality of the foregoing, Design Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

- (i) **Conflicting activities;** A firm that has been engaged by HSCC to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- (ii) **Conflicting assignment/job;** A Design Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Design Consultant to be executed for the same or for another Client. For example, a Design Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Design Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Design Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.**
- (iii) **Conflicting relationships;** A Design Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of HSCC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been disclosed and thereafter resolved in a manner acceptable to HSCC throughout the selection process and the execution of the Contract.

## 2.10 Employment of Officers/ Retired Officers of MoHFW/HSCC

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of MoHFW/HSCC in any capacity unless such employee has completed at least two years post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect from MoHFW/HSCC as the case may be.

## 2.11 Standards of ethics

HSCC desires that the Design Consultants shall observe the highest standard of ethics during the selection and execution of such contracts.

(a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

“collusive practice” means a scheme, arrangement or understanding between two or more Design Consultants, with or without the knowledge of HSCC, designed to establish prices at artificial noncompetitive levels.

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process, or affect the execution of a contract.

(b) It is further provided that :-

(i) HSCC will reject a proposal for award if it determines that the Design Consultant recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;

(ii) HSCC will declare a Design Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Design Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

## 2.12 HSCC’s right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, HSCC reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for HSCC’s action.

HSCC reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- a. in case no Bid is received.
- b. occurrence of any event due to which it is not possible to proceed with the selection process
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
- d. it is discovered that Bidders have breached standard of ethics as per clause 2.11

- e. any other reason, which in the opinion of HSCC necessitates the cancellation of the selection process

On occurrence of any such event, HSCC shall notify all the Bidders within 7 days of such decision. HSCC shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. HSCC is not obligated to provide any reason or clarification to any Bidder on this account. HSCC's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by HSCC on this account.

HSCC further reserves the right to abandon the project or to retender or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses (a) to (d) above or for any other reason.

## **Terms of Reference (Pages 37 to 42)**

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## SECTION III- TERMS OF REFERENCE

### 3.1 Purpose of the Assignment

HSCC intends to select a Design Consultant for providing consultancy for Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS.

The Design Consultant shall be associated with HSCC and shall be responsible for services as mentioned in the scope of work as per clause 3.2 of Terms of Reference.

### 3.2 Scope of work

The Design Consultant shall provide Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS.

The selected Design Consultant shall be required to provide services in respect of the following:

#### a. CONCEPT DESIGN & MASTER PLAN

1. Ascertain HSCC's requirements, examine site constraints & potential; and prepare and submit a Design Brief for HSCC's approval.
2. Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
3. Prepare and submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
4. Submit Design basis reports in respect of structural systems and all services
5. Prepare and submit conceptual designs & master plan with reference to approved design brief and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project.

6. Volumetric study and Urban form recommendations including pedestrian/ vehicular movement and parking.
7. Architectural controls/ guidelines for the master plan/concept plan.

**b. PRELIMINARY DESIGN AND DRAWINGS**

1. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, walk through/ 3-D models etc., for the required approval along with preliminary estimate on cost area basis.

**c. DRAWINGS FOR STATUTORY APPROVALS**

1. Prepare drawings necessary for obtaining statutory approvals ensuring compliance with codes, standards and legislation, as applicable and assist HSCC in obtaining statutory approvals thereof, as required.

**d. WORKING/DETAILED DRAWINGS AND TENDER DOCUMENTS**

1. Prepare working drawings (coordinated across various disciplines), specifications and schedule of quantities, detailed estimate of cost and tender documents including mentioning code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

**e. GOOD FOR CONSTRUCTION DRAWINGS**

To prepare and submit all Good For Construction (GFC) drawings within the time as specified in RFP

- f. During the Execution Stage, the selected Design consultant is expected to Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the intent, drawings and specification and keep HSCC informed and render advice on actions, if required.
- g. The Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. Please see clause 3.10 for further details.
- h. The designs and drawings should comply to GRIHA 5- Star (Version 3) rating or as per latest revision
- i. The final structural Designs/drawings submitted shall be got proof checked from IIT/NIT as approved by HSCC

Detailed scope of work is given in Volume- III (HSCC Requirements) of this document.

### 3.3 Deliverables and Timelines

The Design Consultant shall deliver the following to the Executing Agency:

Sl. No	Deliverable	Time from the date of Start of Work (Months)
1	Concept Designs & Master Plan	02 calendar months from date of issue of LOA
2	Preliminary Design & Drawings	06 calendar months from date of issue of LOA
3	Working/Detailed Drawings, Tender Documents, GFC Drawings	12 calendar months from date of issue of LOA
4		Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.
Note: The above deliverables will overlap to conform to the phasing of the project as decided by HSCC		

The Design Consultant shall supply 15 (fifteen) sets of drawings and 1 (one) soft copy of each to HSCC. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A3 size. Drawings shall be prepared on CAD.

### 3.4 Payment

#### 3.4.1 Fee for Engagement

HSCC shall pay to the Design Consultant, an Assignment fee of equivalent to a sum of their quoted price in the Financial Proposal for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, (but excluding service tax), to be paid by the Design Consultant, any other fee/ expenditure incurred by the Design Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HSCC requirement. No variation in contract price shall be admissible whatsoever may be the reason. In case Design Consultant is a consortium, the payment shall be made to the Lead member of the consortium only.

Service tax, if any, paid by the Design Consultant on the payment released to them under this Contract shall be reimbursed, at actual, on the submission of proof of payment by the Design Consultant.

The Bidder shall note that this fees is full and final and no other payment shall be made by HSCC in this regard. Further, such a payment shall not bind HSCC in any manner, whatsoever it may be.

Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian tax laws.

### **3.4.2 Payments Terms**

Payments shall be made as per Clause-7 of Volume-III of the RFP

**Note:-**

- i. All the stage payments shall be done after acceptance of deliverables.
- ii. Completion of contractual obligations and scope of work, for the Design Consultant, will be considered only after the receipt of all Clearances and Approval of Completion from Statutory Bodies and after obtaining completion certificate.

### **3.5 Performance Security**

- i. Successful Bidder shall furnish to HSCC a security in the form of a performance bank guarantee for an amount of 5% [Five Percent] of the total Assignment Fee towards satisfactory performance of Design Consultant towards the Contract. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and shall be as per Form C provided in the RFP. The Performance Security shall be furnished within the time limit specified in Sub-clause 2.8.2.
- ii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- iii. The said performance security shall be refunded within 60 days after the successful completion & commissioning of the works. Completion of work shall be reckoned as per clause 3.4.2

### **3.6 Sub-contracting**

The Design Consultant shall not subcontract whole of the work. The Design Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HSCC.

### **3.7 Proof Checking**

HSCC shall get the Structural designs & drawings vetted from Indian Institute of Technology/National Institute of Technology as may be approved by HSCC. The vetting may also include making a reference for seeking value engineering besides checking of adequacy of designs. Fee in this regard will be paid directly by HSCC to the agency so engaged.

### **3.8 Project Monitoring Committee**

The progress of the assignment shall be reviewed by a Project Monitoring Committee constituted by HSCC. The Project Monitoring Committee shall be responsible for day to day monitoring of the Project. The Project Monitoring Committee shall conduct fortnightly/periodic reviews for the performance of the Design Consultant and report the same to HSCC. The Design Consultant shall comply with the instructions of the committee and the same shall be bound on him.

### **3.9 Site inspection during the post tender phase**

During the Execution Stage, the selected Design Consultant is expected to Visit the site of work, at intervals mutually agreed upon and where necessary clarify any decision, offer interpretation of the

drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the designs and keep the Executing agency informed and render advice on actions, if desired.

Bidder may consider a minimum of 30 visits to be made to the site during the construction stage, normally at monthly intervals or as may be required. In case the number of visits exceeds 30 then the travel expenses by economy class and boarding expenses will be reimbursed on actuals.

This number will not include any meeting scheduled to be held in office of HSCC at NOIDA or in the MoHFW in New Delhi. No reimbursements shall be made for these meetings

### **3.10 Available Information**

The following reports form part of the RFP and shall be supplied to the Design Consultant for assistance in preparation of his Bid.

- i. Site Survey/Topographical plan
- ii. Soil investigation report

Any other information available with HSCC, which can help the Design Consultant during the Project, shall be shared by HSCC with the Design Consultant at their discretion and at the request of the Design Consultant. Design Consultant may, in case they so desire, get done the survey/soil testing or any other investigation as they may require, at their own costs through their own agencies. Reports of such surveys/testing shall be shared with HSCC.

### **3.11 Quality Assurance**

The Design Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Design Consultant shall correspond to the international best practices and as a minimum conform to processes as defined in ISO 9001: 2015- “Quality Management System-Requirements”.

### **3.12 Ownership of the Designs and Drawings**

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to HSCC and HSCC shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HSCC during the terms of the copyright and the Design Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HSCC to give effect to and secure the abovementioned rights of HSCC in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design or documents prepared by the Design Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Design Consultant in connection with the Project.

The Design Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of HSCC and any such act without the permission of HSCC shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HSCC on or before the cancellation of the selection process shall become the property of HSCC and the Bidders shall have no claim on such documents/design.

### **3.13 Force Majeure**

- i. War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The Design Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- ii. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract.

### **3.14 Disputes and Arbitration**

All disputes arising out of or in relation to this contract shall be settled through the procedure mentioned in the General Conditions of Contract Volume II.

## **Evaluation Process and Criteria (Pages 44 to 51)**

## SECTION IV- EVALUATION PROCESS AND CRITERIA

### 4.1 Evaluation Process

- 4.1.1 The Technical Package Part I of those bidders whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. These will first be scrutinized and bidder's eligibility for the work be determined.
- 4.1.2 The Technical Package Part II of only those bidders shall be opened who meet the qualifying requirements as per Clause 2.2 based on the documents submitted by them in Technical Package Part I. The date of opening of the Technical Package Part II shall be informed to the eligible bidders. The Bidders who are found responsive, shall be invited to make a presentation to the Evaluation Committee demonstrating the following:
- i) Demonstration of competence based on previous project / projects
  - ii) Proposed Approach and methodology for designing & integration of Teaching , Research and Healthcare facilities for this project
  - iii) Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project
  - iv) Designing of a sustainable large campus
- 4.1.3 The Technical Proposal Part II shall be evaluated by the Evaluation Committee for the above parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score
- 4.1.4 Bidders securing overall minimum 70% marks overall shall be declared as technically successful. Further, in case the number of prequalified bidders (scoring more than 70%) is more than five, then Financial bid of only top five bidders at technical stage shall be opened.
- 4.1.5 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring the next higher Technical Score ranked T-2 and so on.
- 4.1.6 In case of a tie, the bidder getting higher marks in the presentation will be ranked higher for Technical Evaluation.

#### 4.2 Technical Evaluation Criteria (Maximum marks 100)

ATTRIBUTES		EVALUATION			Marks Awarded	
<b>1. Financial Capability (15 Marks)</b>						
(a)	Profit-Loss in last 5 Financial Years (6 Marks)		Bidder (Single Firm)	Bidder (consortium of two firms)		
		loss incurred in more than 2 years	0	0	0	
		loss incurred in any 2 years only	2	1	1	
		loss incurred in any 1 year only	4	2	2	
		no loss incurred	6	3	3	
Note – 1) Profit after Tax, Depreciation and Interest shall be considered for this purpose						
(b)	Average Turnover in last 3 Financial Years, $T_{AV}$	9 Marks	6 Marks if - Rs. 5 cr $T_{AV} < Rs. 10$ cr			
			7 Marks if - Rs. 10 cr $T_{AV} < Rs. 20$ cr			
			8 Marks if - Rs. 20 cr $T_{AV} < Rs. 50$ cr			
			9 Marks if - $T_{AV} \geq Rs. 50$ cr .			
Note – 1) For the purpose of this marking in case of a consortium, $T_{AV}$ of both the members shall be added 2) This Turnover should be from Consultancy Fee only.						
<b>2. Past Experience of Bidder (25 Marks)</b>						
(a)	Past experience of Similar Works	15 Marks	5 Marks if meets the Minimum Eligibility criteria			
			10 Marks if meets twice the Minimum Eligibility criteria			
			15 Marks if meets thrice the Minimum Eligibility criteria or more			
Note - 1) After meeting the Minimum Eligibility criteria, 2.5 Marks shall also be awarded if meets half the Minimum Eligibility criteria i.e. 7.5 Marks or 12.5 Marks are also possible as per this consideration 2) Half the Minimum Eligibility criteria means (a) one 250 bedded hospital with teaching facility OR (b) one 400 bedded hospital Illustration of Note 2) - - If a bidder has done one 500 bed hospital with Teaching facility,						

		<p><i>then he clears the minimum eligibility criteria and gets 5 marks. Further if he has done one more hospital with '250 beds with Teaching facility' or one more 'hospital of 400 beds', then he gets 2.5 marks more i.e. his total marks will be 7.5</i></p> <p>- <i>If a bidder has done 750 bedded hospital, then he clears minimum eligibility and gets 5 marks. Further if he has done one more hospital with '250 beds with Teaching facility' or one more 'hospital of 400 beds', he gets another 2.5 marks. i.e. his total marks become 7.5</i></p>		
(b)	In-house capabilities in field of MEP Engineering, Structural designing, Quantity Surveying	3 Marks	<p>1 Mark for In-house MEP design (at least one specialist with Graduate degree in relevant domain field and minimum 10 years experience)</p> <p>1 Mark for In-house Structure Design (at least one specialist with Graduate degree in relevant domain field and minimum 10 years experience)</p> <p>1 Mark for In-house Quantity Surveying (at least one specialist with Graduate degree in relevant domain field and minimum 10 years experience or Diploma holder but having minimum 15 years experience)</p>	
	<p>Note – <i>In house capability means the bidder is having in-house domain specialist on his roll to examine the details of relevant domain , coordinate it and incorporate in Design &amp; drawings</i></p>			
(c)	Achievement of having designed Certified Green Building (for any Health-care Architectural work)	5 Marks	<p>5 Marks for achievement of Platinum Rating (as per LEED) OR GRIHA V (as per Indian Standard) in Green Building design</p> <p>3 Marks for achievement of Gold Rating (as per LEED) OR GRIHA IV (as per Indian Standard) in Green Building design</p> <p>1 Mark for achievement of Silver Rating (as per LEED) OR GRIHA III (as per Indian Standard) in Green Building design</p>	
(d)	Awards for any Health-care Architectural Project work	2 Marks	<p>2 Marks for Award from any of following Recognized Professional bodies –</p> <ol style="list-style-type: none"> <li>1) AIA (American Institute of Architect)</li> <li>2) IIA (Indian Institute of Architect)</li> <li>3) IBC (Indian Buildings Congress)</li> <li>4) RIBA ( Royal Institute of British Architects)</li> </ol>	
<b>3.</b>	<b>Methodology (including work plan and Deployment)&amp; Understanding of TOR (35 Marks)</b>			
	Note – <i>This would be based upon presentation to be made by bidder considering the</i>			

<p>following but not limited to: –</p> <ol style="list-style-type: none"> <li>1) Demonstration of competence based on previous project / projects</li> <li>2) Proposed Approach and methodology for designing &amp; integration of Teaching, Research and Healthcare facilities for this project</li> <li>3) Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project</li> <li>4) Designing of a sustainable large campus</li> </ol> <p><b>NOTE – Bidders are required to submit one soft copy and six hard, coloured, copies of this submission at the time of presentation for the purpose of record and review.</b></p>						
<b>4. Suitability of the Key Resource Personnel for the assignment (25 Marks)</b>						
<b>(a) Team leader- Architect (10 Marks)</b>						
	(i)	Education	4 Marks	2 Marks if Graduate Architect 4 Marks if Post-Graduate Architect		
	(ii)	Experience in Designing of Hospitals as Team leader (Hospital having at least 200 beds only shall be considered)	4 Marks	1 Mark if one hospital is designed 2 Marks if two hospitals are designed 4 Marks if three or more hospitals are designed		
	(iii)	Overall Experience in field of Architecture	2 Marks	1 mark for having at least 10 years' experience 2 marks for having 15 years or more experience		
<b>(b) Domain Specialist (15 Marks) (Outsourced or In-house)</b>						
				<b>Post-Graduate or equivalent recognized qualification</b>	<b>Experience of 10 years or more</b>	<b>Total Marks</b>
	(i)	Structural Engineer	3 Marks	<b>1.5</b>	<b>1.5</b>	
	(ii)	MEP Engineers	3 Marks	<b>1.5</b>	<b>1.5</b>	
	(iii)	Quantity Surveyors	3 Marks	<b>1.5</b>	<b>1.5</b>	
	(iv)	Bio-medical waste disposal	1 Mark	<b>0.5</b>	<b>0.5</b>	

		Specialist				
	(v)	Medical/ Hospital Consultant	1 Mark	<b>0.5</b>	<b>0.5</b>	
	(vi)	Lighting Consultant	1Mark	<b>0.5</b>	<b>0.5</b>	
	(vii)	Interior Designer	1 Mark	<b>0.5</b>	<b>0.5</b>	
	(viii)	Landscape Consultant	1 Mark	<b>0.5</b>	<b>0.5</b>	
	(ix)	Life & Fire Safety Expert	1 Mark	<b>0.5</b>	<b>0.5</b>	
<p><b>Note – (1) In case of a firm, the evaluation credentials of the owner or deputed team leader for the proposed project would be considered</b>  <b>(2) Projected professional should possess recognized relevant qualification in the corresponding domain</b>  <b>(3) For Quantity Survey, MRICS will be treated equivalent to PG</b></p>						
<b>Out of 100</b>						<u>Final Marks</u> <u>Awarded</u>

### ***Technical Bid***

- 4.2.1 In preparing the technical Bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at their own risk and may result in rejection of their Bid.
- 4.2.2 The technical Bid should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:
- i) Corporate Qualifications: Describe the firm's specific corporate qualifications, i.e. its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to bear in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Planning of world-class healthcare institutes. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates etc.
  - ii) Approach and Methodology: Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.
  - iii) Assignment of Professional Team: The Bidder shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).

CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last seven (07) years.

4.2.3 Bidder shall submit the Financial Information as per Form T-I(D)

4.2.4 The technical Bid shall include all information as required and shall not include any information related to their financial Bid.

#### 4.3 Financial Bid

The financial Bid shall be submitted in Envelope No. III physically as per the "Formats for Financial Bid". The Price shall be quoted as total all-inclusive lump sum price (inclusive of all taxes, etc. except service tax) in Indian Rupees only.

#### 4.4 Submission of Bid

The Bidders should submit their Bids as per Clause 2.6 of this document.

The Technical and Financial Bids must be delivered at the submission address on or before the time and date as mentioned in Clause 1.2.

Any bids received by HSCC after the deadline for submission shall be returned unopened.

HSCC shall not be responsible for misplacement; losing or premature opening if the outer cover is not sealed and/or marked as stipulated. This circumstance may lead to bid rejection.

Bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the Bid. The authorized person or persons signing the Bid shall initial all pages of the Bid.

The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the Bid shall initial any such corrections.

The Bids shall be valid for a period of 120 days from the last date of its submission. During this period, the bidder shall keep available the professional staff proposed for the assignment.

#### 4.5 BID EVALUATION

Evaluation of bids shall be carried out by the **Evaluation Committee** appointed by HSCC by allocating marks to the **Technical Bid** as per clause 4.2.

The bidders shall be invited to make a presentation to the evaluation committee on:

- 1) *Demonstration of competence based on previous project / projects*
- 2) *Proposed Approach and methodology for designing & integration of Teaching , Research and Healthcare facilities for this project*

- 3) *Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project*
- 4) *Designing of a sustainable large campus*

After the evaluation of Technical Bids is complete, HSCC shall notify the eligible bidders indicating the date and time set for opening the Financial Bids.

The Financial Bids shall be opened in the presence of the eligible Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

- a. Financial Bid: As already mentioned the Financial Bid should be submitted physically in Envelope No.3, along with Technical Package Part I & II
- b. The financial Bid shall be submitted by the bidders in conformity with Appendix 2. Financial Bid submitted in any other format will stand disqualified & rejected. Lowest financial Bid ( $F_m$ ) shall be given a financial score ( $S_f$ ) of 100 points. The financial score of the other financial Bids ( $F_o$ ) shall be computed as follows.

$$S_f = 100 \times \frac{F_m (\text{Lowest financial Bid})}{F_o (\text{Other financial Bid})}$$

- c. The representative's authorization shall be confirmed by written power of attorney accompanying the Bid.
- d. Bids determined to be substantially responsive will be checked by HSCC for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :
  - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
  - ii. Incorrectly added totals will be corrected.
  - iii. In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail
- e. The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

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**Final Ranking:**

Bids shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical Bid=70%; F=the weight given to the financial Bid=30%; T+F = 100) indicated below.

$$S = S_t \times T + S_f \times F$$

In case of a tie, bidder with higher technical score will be considered for award of work

The Successful Bidder would be notified in writing by HSCC by issuing the Letter of Award (LOA) in favor of the Bidder.

- 4.6 HSCC reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. HSCC also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

**ANNEXURE 1 - CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID**

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to Be submitted</b>	<b>Page no.</b>
<b>TECHNICAL PACKAGE PART I (Physical submission)</b>			
1.0	Form of Bid- (Form A)	(Original)	
2.0	Tender Processing Fee in the form of demand draft/payment receipt	(Original)	
3.0	Bid Security (Form B) in separate sealed envelope	(Original)	
4.0	Power of attorney for person signing the Bid (Form D)	(Original)	
5.0	Declaration for lead member of the consortium (Form E)	(Original)	
6.0	Consortium Agreement	(Original)	
7.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)	(Original)	
8.0	Initialed Bid Documents	(Original)	
9.0	Documentation of Experience of successfully completing projects of similar nature in the form T-I(A)	(Original)	
10.0	Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2 in the form T-1(B)	(Original)	
11.0	Performance Report certificate issued by client T-1(C)	(Original)	
12.0	Financial Information in Form T-I(D).	(Original)	
13.0	Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)	(Original)	

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to Be submitted</b>	<b>Page no.</b>
<b>TECHNICAL PACKAGE PART II (Physical submission)</b>			
14.0	Form T-2 – Details of the Team Leader & Team members	(Original)	

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to Be submitted</b>	<b>Page no.</b>
<b>FINANCIAL PACKAGE PART III (Physical submission)</b>			
15.0	Appendix-2	(Original)	

**Form A**

Page 1 of 3

**FORM OF BID**

To,

Chief General Manager  
HSCC(India) Ltd  
E-6(A), Sector-1  
Noida 201301

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold HSCC responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this RFP for a minimum period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications / amendments by HSCC in the terms and conditions of the RFP.
8. We agree that our design may be used by HSCC at any other site or purpose without any obligation to us.
9. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HSCC, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
12. We enclose;
  - a. All documents as per the checklist
  - b. Bank guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards Bid Security
  - c. Demand draft no \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ (name of the bank) for Rs 5,000 (Rupees five thousand Only) drawn in favor of M/s HSCC (I) Limited, payable at NOIDA/New Delhi

Note: (i). The Appendix forms part of the Bid  
(ii) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2016**

Signature .....

Name..... in the capacity of .....

duly authorized to sign Bids for and on behalf of.....

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

**APPENDIX TO THE FORM OF BID**

i.	Amount of bank guarantee as Performance Security	5 percent of the Total Contract Price, i.e., Assignment Fee.
ii	Date of commencement of work	From the date of issue of Letter of Award
iii	Time for completion from the date of issue of the Letter of Award	Master Plan & Concept Plans – 2 months after issue of LOA Preliminary Design & Drawings – 6 months after issue of LOA Detailed working Drawings, estimates etc. – 12 months after issue of LOA
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Design Consultant	60 days

Signature  
(Authorized Signatory)

Date .....

Name .....

Place .....

Address .....

**FORM FOR BID SECURITY BANK GUARANTEE**

KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto HSCC (India) Limited (hereinafter called “HSCC”) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment will and truly to be made to the said HSCC, the bank binds itself, its successors and assigns by these presents.

WHEREAS.....(Name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated \_\_\_\_\_ for providing **Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB.**

AND WHEREAS the Bidder is required to furnish a bank guarantee for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

1. We further agree as follows:

- a. That HSCC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HSCC and the Bidder.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
- c. That any account settled between HSCC and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_ (date to be filled up) (up to 120 days from the closing date of submission of Bid or any extension thereof). (The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid)
- e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

2. The conditions of this obligation are:

- a. if the Bidder withdraws his Bid during the period of Bid Validity, or

- b. if the Bidder does not accept the correction of his Bid Price as corrected by the Evaluation Committee
- c. if the Bidder having been notified of the acceptance of his Bid by HSCC during the period of Bid Validity :
  - (i) fails or refuses to furnish the required Performance Security for the amount equal to 5% of the Contract price
  - ii. fails or refuses to enter into a Contract within 15days of notification of the acceptance of his bid by HSCC

We undertake to pay to HSCC upto the above amount upon receipt of his first written demand, without HSCC having to substantiate his demand provided that in his demand HSCC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

	Signature of ..... Authorized official of the Bank
Signature of the witness .....	Name of official ..... Designation .....
Name of the Witness .....	Stamp/Seal of the Bank .....
Address of the Witness .....	

**Form-C-Format for Performance Security**

Page 1 of 2

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE**

This deed of guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the “Bank”) of the one part, and HSCC (India) Limited (hereinafter called “HSCC” and the Client) of the other part.

WHEREAS HSCC (India) Limited, Noida has awarded the Contract for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB to \_\_\_\_\_ (hereinafter called the Design Consultant).

(Name of the Design Consultant)

AND WHEREAS the Design Consultant is bound by the said Contract to submit to HSCC, a Performance Security for a total amount of Rs. \_\_\_\_\_).

1. Now we the undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee HSCC the full amount of Rs. \_\_\_\_\_ as stated above.
2. On or before, the Design Consultant has signed the aforementioned Contract with HSCC, the Bank is engaged to pay HSCC, any amount up to and inclusive of the aforementioned full amount upon written order from HSCC to indemnify HSCC for any liability of damage resulting from any defects or shortcomings of the Design Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by HSCC immediately on demand without delay without reference to the Design Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Design Consultant. The Bank shall pay to HSCC any money so demanded notwithstanding any dispute/disputes raised by the Design Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period of sixty days beyond the successful completion of all contractual obligation of Design Consultant.
4. At any time during the period in which this guarantee is still valid, if HSCC agrees to grant a time extension to the Design Consultant or if the Design Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by HSCC and at the cost of the Design Consultant.

5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Design Consultant.
6. The neglect or forbearance of HSCC in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HSCC for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions "HSCC", "the Bank" and "the Design Consultant" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of --  
----- (Month) **2016** being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....  
Designation: .....  
Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of :

Witness 1  
Signature .....  
Name .....  
Address .....

Witness 2  
Signature .....  
Name .....  
Address .....

**Form D- Format for Power of Attorney for authorized signatory**

**Page 1 of 1**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB, including signing and submission of all documents and providing information / responses to HSCC, representing us in all matters before HSCC, and generally dealing with HSCC in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....Day of .....2016

..... (Executants)

(In case of consortium, to be executed by all the members of the Consortium Bidder)

*Note:*

- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ◆ *This Power of Attorney should be provided on nonjudicial stamp paper duly notarized of appropriate value.*

**Form E- Format for Declaration of the Lead Member**

**Page 1 of 1**

WHEREAS M/s HSCC(India) Ltd. (HSCC) (the Client) has invited Bids/Bids from the interested parties for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB.

ANDWHEREAS, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Bid (RFP) document, Terms of Reference, Client's Requirement, Notice Inviting Bid, Instructions to Bidders, Conditions of Contract and other connected documents in respect of the Project, and

ANDWHEREAS, it is necessary under the RFP document for the members of the Consortium Bidder to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium bidder, all acts, deeds and things as may be necessary in connection with the Consortium Bidder's proposal for the Project.

NOW THIS DELARATION WITNESSETH THAT;

We, M/s. \_\_\_\_\_, M/s \_\_\_\_\_ M/s. \_\_\_\_\_and M/s..... (the respective names and addresses of the registered office) do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Application/ Bid for the Project, including submission of Application/ Bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with HSCC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the completion of the Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the .....Day of .....2016

..... (Executants)

(To be executed by all the members of the Consortium Bidder)

*Note:*

- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ◆ *This Power of Attorney should be provided on nonjudicial stamp paper duly notarized of appropriate value.*

**FORM OF CONTRACT AGREEMENT**

This agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 Between HSCC (India) Limited hereinafter called "HSCC" and "HSCC" of the one part and \_\_\_\_\_ (Name of the Design Consultant) (Address of the Design Consultant) \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "the Design Consultant" of the other part.

WHEREAS HSCC is desirous that certain Services should be provided and certain works should be executed for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB and has accepted a Bid by the Design Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a. Expression of Interest
  - b. Notice Inviting Bid
  - c. Instructions to Bidders (Including Annexure)
  - d. Terms of Reference
  - e. General Conditions of Contract (GCC)
  - f. Client's Requirements
  - g. Bid submitted by the Design Consultant.
  - h. Schedule of milestones
  - i. Form of Bid with Appendix
  - j. Letter of Award (LOA)
  - k. Addendums/corrigendum issued, if any
2. In consideration of the payments to be made by HSCC to the Design Consultant as hereinafter mentioned, the Design Consultant hereby covenants with HSCC to execute and complete the Project by \*\*\_\_\_\_\_.
  3. HSCC hereby covenants to pay the Design Consultant in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs \_\_\_\_\_ inclusive of service tax as applicable being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. Obligation of the Design Consultant

The Design Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Design Consultant shall keep HSCC fully indemnified against liability of tax, interest, penalty etc. of the Design Consultant in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Design Consultant

For and on behalf of HSCC

Signature of the authorized official  
Name of the official  
Stamp/Seal of the Design  
Consultant

Signature of the authorized official  
Name of the official  
Stamp/Seal

**SIGNED, SEALED AND DELIVERED**

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ on behalf of the Design Consultant in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ on behalf of HSCC in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Note :**

To be made out by HSCC at the time of finalization of the Form of Agreement.

\*\* Blanks to be filled by HSCC at the time of finalization of the Form of Agreement.

\*\*\* To be deleted if not applicable

**INTEGRITY PACT**

To,

Chief General Manager (Projects),  
HSCC (India) Limited,  
E-6(A), Sector 1,  
Noida - 201 301

Sub: Submission of Bid for the RFP no. HSCC/3-AIIMS/RFP/2016 dated 15.07.2016.

Dear Sir,

I/We acknowledge that HSCC (India) Limited 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 RFP is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HSCC (India) Limited (*Executing Agency*). 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, HSCC (India) Limited 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 / authorized to sign the relevant contract on behalf of the HSCC (India) Limited**

### INTEGRITY AGREEMENT

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

#### BETWEEN

HSCC (India) Limited, represented through, the Chief General Manager, HSCC (India) Limited as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project (Hereinafter referred as the '**Executing Agency**', 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..... (Details of duly authorized signatory)..... (Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the **Executing Agency** has floated the RFP (RFP No. ....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Executing Agency 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 Executing Agency**

- (1) The Executing Agency commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Executing Agency, 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 Executing Agency will, during the Tender process, treat all Bidder(s) with equity and reason. The Executing Agency 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 Executing Agency shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Executing Agency 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 Executing Agency will inform the Chief Vigilance Officer of the Executing Agency 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 Executing Agency'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 Executing Agency 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 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 Executing Agency under law or the Contract or its established policies and laid down procedures, the Executing Agency 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 Executing Agency'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 Executing Agency 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 Executing Agency. Such exclusion may be forever or for a limited period as decided by the Executing Agency.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Executing Agency 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 Executing Agency apart from exercising any legal rights that may have accrued to the Executing Agency, 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 Executing Agency 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 IPC Act, or if the Executing Agency has substantive suspicion in this regard, the Executing Agency 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 Executing Agency 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 Executing Agency will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Executing Agency 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 Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Executing Agency, 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 intensions.
- (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 Executive Agency in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....

(For and on behalf of Executing Agency)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated :

**APPENDIX 1**  
**Formats for Technical Bid**



**FORM – T-1(B)**

**Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2**

**(More similar pages may be added in case qualifying projects are more than one)**

<i>Name of assignment &amp; location</i>			Page No. of RFP for cross referencing and verification of information
<b>Project detail</b>	No. Of beds	Area	
<b>Commencement date</b>	Scheduled	Actual	
<b>Completion Date of Physical completion of work at site</b>	Scheduled	Actual	
<b>Reasons for delay, if any</b>			
<b>Services Provided</b>	Architectural design		
	Structural design		
	MEP design		
	Quantity Survey		
<b>Name of Associated firm(s), if any</b>			
<b>Services provided by the Associated firm(s)</b>			
	Architectural design		
	Structural design		
	HVAC design		
	Electrical design		
	Equipment planning		
Any other			
<b>Name of Senior Staff (Project Director, team leader) involved &amp; functions performed</b>			

<b>Narrative description of project including size, features etc.</b>	Use up to a quarter page	
<b>Description of actual services provided</b>	Use up to a quarter page	
<b>Proof of having completed the work to the satisfaction of Client</b>		
<b>Name, Contact details &amp; address of Clients Officer to whom reference may be made</b>		

## Signature

### Note:

1. Bidders are required to page no. their Bid document and for cross referencing and verification of information mention in the above matrix the page no. at which the details are enclosed in their Bid
2. Use separate sheet for each project/ for each member as is appropriate
3. Only those projects shall be considered for evaluation for which the letter of award and successfully completion certificate with regard to scope of work awarded & completed from HSCC are enclosed.
4. The evaluation shall be based on the qualitative aspects of the bidders work, therefore, please indicate the salient features of the work undertaken including all such factors like time / Cost / quality aspects. You may enclose photographs etc. to substantiate on the same

**FORM – –T-1(C)**

**FORMAT OF WORK EXPERIENCE CERTIFICATE (issued by Client)**

01.	Name of Agency		
02.	Name of Client & Address		
03.	Name of work / Project & Location		
04.	Agreement No.		
05.	Scope of work / services provided	<b>Scope</b>	<b>Service provided (Yes/No)</b>
		Architecture Design	
		Structure Design	
		MEP Design	
		Quantity Survey	
06.	Whether Work is physically completed at site	YES / NO	
07.	Date of Start		
08.	Date of physical completion of all work at site :		
	i) Stipulated date of completion		
	ii) Actual date of completion		
09.	Amount of compensation levied for delayed completion, if any		
10.	i) General /Super-specialty/ Multi-specialty hospital		
	ii) No of Beds in Hospital		
	iii) Teaching Facility if applicable (how many admissions per year)		
11.	Overall Performance Report :	(Satisfactory / Not Satisfactory)	
12.	Name of Associated firms & Services provided by them, if any	<b>Name of Firm</b>	<b>Service provided</b>

Dated : \_\_\_\_\_ Executive Engineer or Equivalent  
 Signature :  
 Name :  
 Designation :  
 Contact No. :  
 Email-id :

**FORM --T-1(D)  
Financial Capacity of the Bidder**

**(Rs. In lacs)/ US dollars**

Financial Year {Details to be provided for immediately preceding 3 years }	Financial turn over from consultancy assignments/professional fee of bidder (single / consortium )		
	Member 1	Member 2	Average
FY _____			
FY _____			
FY _____			
Average Annual Turnover over the past three years			

Financial Year {Details to be provided for immediately preceding 5 years }	Net Profit after Tax of bidder (single/ consortium )	
	Member 1	Member 2
FY _____		

**Certificate from the Statutory Auditors**

This is to certify that .....(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. In such case, the bidder should mandatorily include supportive proof in the form of relevant extracts of the certified/audited balance sheet(s), Income Tax Returns, etc.

Notwithstanding anything stated above or elsewhere in the document, HSCC reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

This information will have to be furnished by each member of a consortium individually

**UNDERTAKING**

*(should be provided on nonjudicial stamp paper duly notarized of appropriate value)*

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies the our firm M/s \_\_\_\_\_ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirms M/s \_\_\_\_\_ have not been blacklisted/debarred by any government agency or public sector undertaking or judicial authority/arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HSCC.

\_\_\_\_\_  
Signed by an Authorised Officer of the Bidder

**FORM T-2**

**QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS**

<b>Name of the Staff</b>	
<b>Designation</b>	
<b>Name of the firm presently employed</b>	
<b>Years with the firm</b>	
<b>Proposed position</b>	
<b>Details of task assigned</b>	
<b>Key Qualifications</b> (Give an outline of staff member's experience & training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)	
<b>Education</b> (Summarize college/university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)	
<b>Employment Record</b>	
<b>Client Name &amp; Location</b>	
Brief description of work(to include all critical tasks carried out in the assignment)	

Note: Use separate sheet for each client

(To be signed by authorized signatory)

Name:

Designation:

## Appendix – 2: Formats for Financial Bid

### Financial Bid Submission Form

FROM:

TO:

Subject: Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS

**We, the undersigned, offer to undertake the comprehensive planning and designing for the establishment of proposed All India Institute of Medical Sciences at Kalyani, WB which includes interalia preparation and Development of Master Plan, Concept and detailed Designs, comprehensive design of all medical and engineering services, Preliminary and working drawings including preparation of specifications detailed estimate, tender documents in accordance with your Request for Proposal. Our Financial Bid is as below -**

<i>In figure</i>	
<i>In Words</i>	

Our Financial Bid shall be binding on us, subject to the modifications resulting from any Contract negotiations. Our Financial Bid is inclusive of all the direct and indirect taxes, duties/ cess, (but excluding service tax), any other fee/ expenditure incurred by us.

We understand that you are not bound to accept any Bid you receive.

Signature\_\_\_\_\_

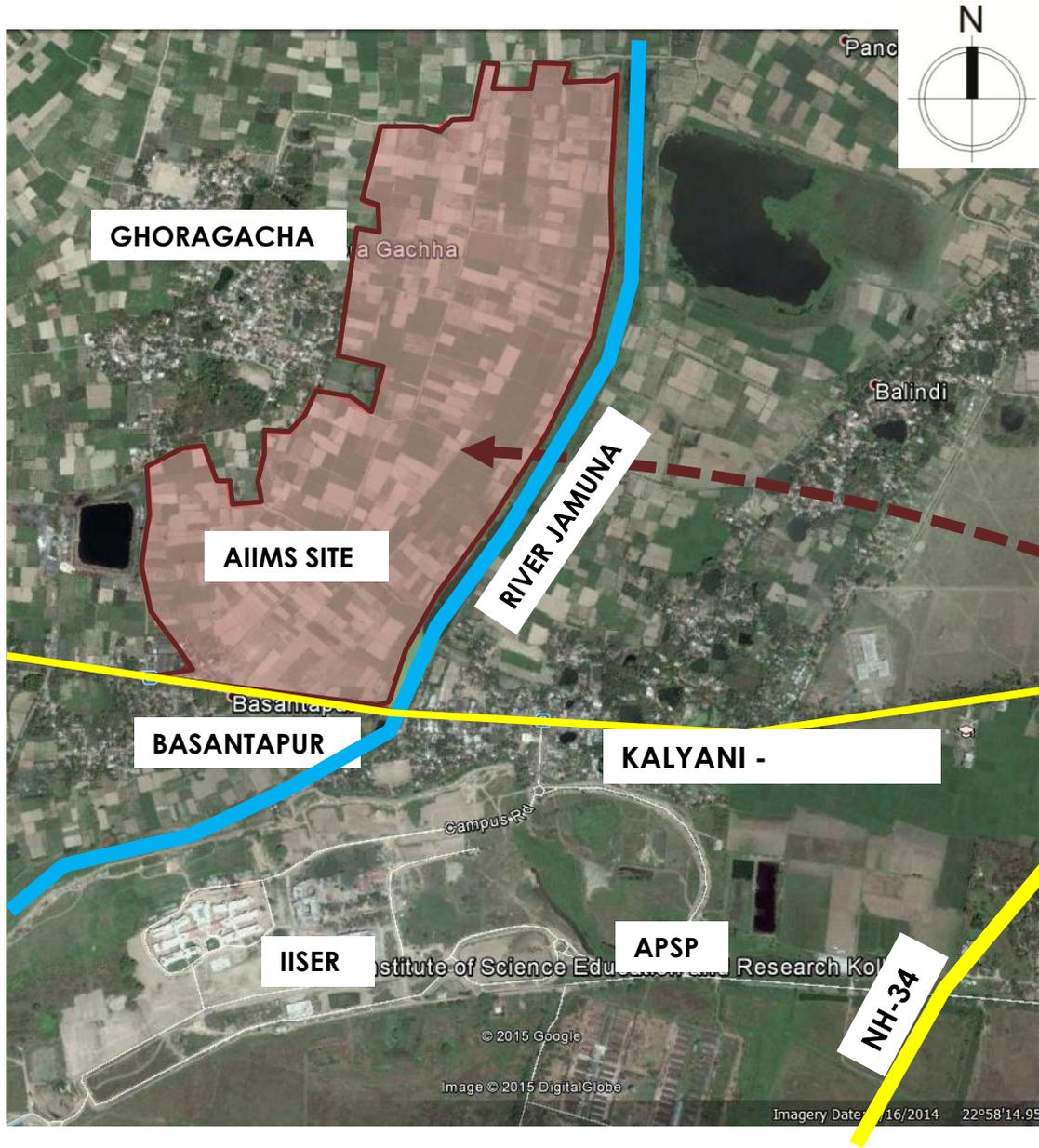
(Authorized Signatory)

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

Designation\_\_\_\_\_

Address \_\_\_\_\_

# PROPOSED SITE OF AIIMS AT KALYANI, NADIA, W.B.

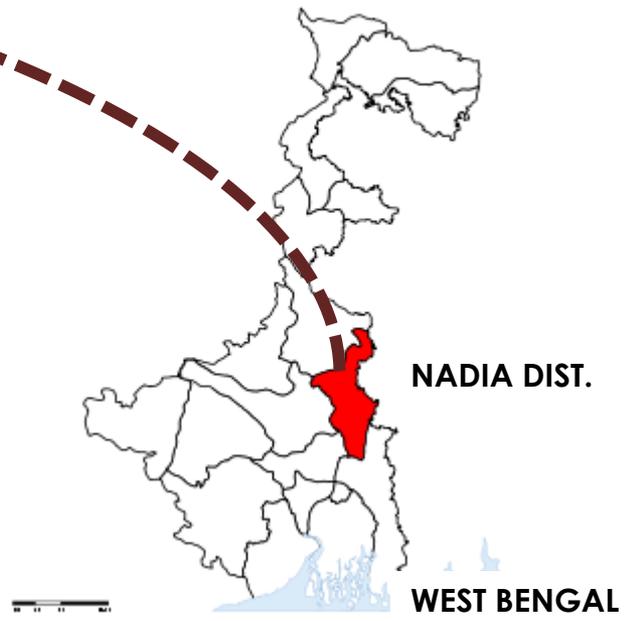


 **PROPOSED SITE for AIIMS at KALYANI, NADIA, W.B.**

**AREA OF THE PROPOSED SITE IS 180 Acre**

**Location :** Site is located in the north of to IISER campus in Bastanpur & Ghoragachha area along the river Jamuna on east.

**Connectivity :** Site is 10 km from Railway Junction  
1.5 km from NH - 34



**RFP  
For**

**“Appointment of Consultant for Comprehensive  
Planning and Designing of the Proposed All India  
Institute of Medical Sciences at Kalyani, WB”**

**Volume II**

**General Condition of Contract**

**July 15, 2016**

**HSCC(India) LTD**

E-6(A), Sector 1

Noida 201301

**Tender No. HSCC/3-AIIMS/RFP/2016/Kalyani**

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## Volume II

### General Condition of Contract

#### 1.0 Definitions

For the purpose of this Agreement, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 **“Assignment”** means the work to be performed by the Design Consultant pursuant to the Contract.
- 1.2 **“Authorized Representative”** shall mean the representatives of "HSCC" and/or Design Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3 **“Contract”** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client’s Requirements, Design Consultant’s Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4 **“Day”** means calendar day.
- 1.5 **“Design Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
- 1.6 **“Government”** means the Government of India.
- 1.7 **“HSCC”** shall mean HSCC (India) Limited having its registered office at 205, Eastend Plaza, Plot No. 4, DDA-LSC, Centre-II Vasundhara Enclave, Delhi-110096 and corporate office at E-6(A), Sector-1, Noida-U.P. Pin; 201301 who has been appointed by MoHFW as Executing Agency for this project and who will supervise the work of Design Consultant for which this RFP has been invited
- 1.8 **“Parties”** means HSCC and Design Consultant, each one individually referred to as Party.
- 1.9 **“NIB” or “Notice Inviting Bid”** (Section 1 of RFP) means the Notice Inviting Bids issued by HSCC which provides bidders with information needed to prepare their bids.
- 1.10 **“Bids”** means the Technical and Financial Proposal submitted by the Bidder with the RFP
- 1.11 **“Project Monitoring Committee”** means the Committee set up by HSCC for the purpose of Monitoring of progress of the Project

- 1.12 “Project”** shall mean setting up of AIIMS including commissioning and stabilizing with providing Consultancy for Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS for which Design Consultant is to provide Services in accordance with and as per the terms and conditions of this Agreement.
- 1.13 “RFP”** means the Request for Proposal prepared by HSCC for the Selection of Design Consultants.
- 1.14 “Services”** shall mean the services to be provided by the Design Consultant as per the scope of work for the Project
- 1.15 “Start of Work”** shall mean the date of commencement of works by the Design Consultant.
- 1.16 “Terms of Reference” (TOR)** means the document included in the RFP in volume I section 3.

## **2.0 Interpretation**

The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Agreement.

## **3.0 Services to be Performed**

Design Consultant shall perform the Services as per the Scope of Work mentioned in the tender documents (RFP) as per the terms and conditions and within time frame specified in the Agreement.

## **4.0 Drawings and Documents**

All copyright and other proprietary rights in the Works shall vest and stand assigned to HSCC and HSCC shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HSCC during the terms of the copyright and the Design Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HSCC to give effect to and secure the above mentioned rights of HSCC in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered

by the copyright 1957 including the design, DPR or documents prepared by the Design Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Design Consultant in connection with the Project.

The Design Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HSCC and any such act without the permission of HSCC shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to HSCC on or before the cancellation of the selection process shall become the property of HSCC and the Bidders shall have no claim on such documents/design.

## **5.0 Guarantees and Liabilities**

### **5.1 General**

Design Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Design Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.

### **5.2 Liability of the Design Consultant**

The Design Consultant shall be liable to HSCC for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HSCC as a result of default of the Design Consultant in such performance.

## **6.0 PERFORMANCE SECURITY**

- i. The Design Consultant shall submit an irrevocable Performance Security of 5% (Five percent) of the agreed contracted amount in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 15days of issue of letter of Award. This period can be further extended by HSCC upto a maximum period of seven days on written request of the Design Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HSCC. This Security shall be in the form of 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-C annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Design Consultant to the Government as part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Design Consultant and the Design Consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

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- ii. The Performance Security shall be initially valid upto the stipulated date of Completion of all contractual obligation of the Design Consultant plus 60 days beyond this date. In case the time for this completion of gets enlarged, the contractor shall get the validity of Performance Security extended to cover such enlarged time for completion. The performance Security shall be returned to the Design consultant, without any interest on approval of completion drawings by the local bodies and completion of his all contractual obligation.
  - iii. HSCC shall not make a claim under the Performance Security except for amounts to which HSCC is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
    - a) Failure by the Design Consultant to extend the validity of the Performance Security as described herein above, in which event HSCC may claim the full amount of the Performance Security.
    - b) Failure by the Design Consultant to pay HSCC any amount due, either as agreed by the Design Consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of this effect by HSCC.
  - iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of HSCC.

## **7.0 ABANDONMENT OF WORK**

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

## **8.0 Assignment Fees**

HSCC shall pay to the Design Consultant, an Assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and

indirect taxes, duties/ cess, except service tax, to be paid by the Design Consultant, any other fee/ expenditure incurred by the Design Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HSCC requirement. No variation in contract price shall be admissible whatsoever may be the reason.

The payment shall be as per schedule specified in the Terms of Reference and shall be released on completion and approval of each activity individually. The amount shall be payable in Indian Rupees only.

HSCC shall certify completion of each activity. Design Consultant shall submit his bill only after such certification by the HSCC.

The Design Consultant shall submit his bill to HSCC for payment within 7 days of such bill becoming due. Upon receiving the bill, HSCC shall further process the bill and make payment within 15 days of such submission. If any error/discrepancy is discovered by HSCC in the bill submitted by the Design Consultant, the same shall be reported to the Design Consultant within 7 days of such discovery. In such cases, the Design Consultant shall resubmit his bill within 7 days.

#### **9.0 Liquidated damages**

In case the Design Consultant is unable to adhere to the schedule as specified in the TOR, the Design Consultant will be levied liquidated damages at the rate of half percent of the Assignment Fees for the Works for each week the Design Consultant is in default subject to a maximum of 10% of the total Contract Value i.e., the Assignment Fee. In case of the Design Consultant failing to pay the damage charges, the same may be deducted by HSCC from the performance security submitted by the Design Consultant.

#### **10.0 EXTENSION OF TIME**

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

#### **11.0 Variation Clause**

The work shall be awarded on lump-sum basis. Total tentative area for the facilities required to be set up is as listed in Clause 4.1 , Volum-III of the RFP. This area is indicative. A variation of +/-10% on the tentative area is permissible. In case the area is beyond the permissible variation then the Design Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional requirements.

There will be no variation in fee nor will anything extra be paid for a design which costs more or which has an acceptable larger area for the facilities required to be completed. In case HSCC asks for additional facilities to be created then payment for same will be made on pro rate basis.

HSCC reserves the right to reduce the facilities required to be created and the fee will be adjusted downward on pro rate basis.

## **12.0 Insurance**

### **12.1 Insurance by Design Consultant**

During the performance of Services hereunder, Design Consultant, at his own cost, shall take out, carry and maintain insurance as applicable for those listed below:

- 12.1.1 Workman's compensation insurance, covering all employees of Design Consultant for statutory benefits as set out and required by local law in the area of operation or area in which Design Consultant may become legally obliged to pay benefits for bodily injury or death.
- 12.1.2 Any other insurance cover which may be required to be taken under the law or on any other account

## **13.0 Indemnity**

- 13.1 Design Consultant shall hold harmless and indemnify HSCC and its agents, against any claims or liability because of personal injury or death of any employee of Design Consultant and arising out of or in consequence of the performance of this Agreement.
- 13.2 HSCC shall not be responsible for any loss or damage to property of any kind belonging to Design Consultant or its employees, servants or agents.
- 13.3 Design Consultant shall hold harmless and indemnify HSCC against any claim or liability arising in respect of:
  - a) Injury to or death of Design Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and
- 13.4 The Design Consultant shall take out and maintain adequate insurance to cover its employees / contract workers etc. under Workman Compensation Act.
- 13.5 HSCC undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Design Consultant, Contractors, Sub-contractors, vendors and specialist/Contract employees associated with them for the Project.

## **14.0 Indemnity for Claim against Patents**

Design Consultant shall indemnify and hold HSCC harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against HSCC by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Design Consultant and furnished to HSCC.

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## **15.0 Confidentiality**

Design Consultant shall not disclose to any third party, any information, data, design, drawings, plans, specifications, etc. at any time either in whole or in part, shall take all reasonable steps to preserve the confidentiality of the above information and shall not use the same for any other purpose.

## **16.0 Force Majeure**

16.1 For the purposes of this Agreement, “Force Majeure” means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.

16.2 Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.

16.3 The Design Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.

16.4 Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

16.5 Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

## **17.0 Statutory Requirements**

During the tenure of this Agreement nothing shall be done by the Design Consultant in contravention of any law, Act and/or Rules/Regulations, thereunder or any amendment thereof governing interalia customs, taxes, foreign exchange etc.

## **18.0 Changes and Additions in Design Consultant’s Scope of Work**

HSCC shall have the right to request Design Consultant, in writing, to make any changes, modifications, and/or additions to Design Consultant's Scope of Work as defined in the RFP. Design Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from HSCC.

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## 19.0 Contract Period

On signing by HSCC and Design Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, upto the end of the project as mentioned in NIB.

## 20.0 Conflict of Interest

20.1 HSCC requires that Design Consultant provides professional, objective, and impartial advice and at all times hold HSCC's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

20.2 Without limitation on the generality of the foregoing, Design Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

(i) **Conflicting activities;** A firm that has been engaged by HSCC to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) **Conflicting assignment/job;** A Design Consultant (including its Personnel and Sub- Design Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Design Consultant to be executed for the same or for another HSCC. For example, a Design Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Design Consultant assisting a HSCC in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Design Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.**

(iii) **Conflicting relationships;** A Design Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of HSCC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) 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 HSCC throughout the selection process and the execution of the Contract.

## 21.0 Publication

Unless otherwise specified in the Agreement, Design Consultant either alone or jointly with others can publish material relating to the Design & services rendered under this agreement. Publication, however, shall be subject to approval of HSCC if it is within 2 years of completion of the services.

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## **22.0 Suspension & Termination**

### **22.1 Suspension**

HSCC shall have right to suspend partly or as a whole at any time the performance of Services under this agreement, in such event, HSCC shall pay to Design Consultant any such amount that may be determined by HSCC and such determination shall be binding on the Design Consultant.

### **22.2 Termination**

#### **22.2.1 Termination on account of Force Majeure**

If as a result of Force Majeure, the Design Consultant is unable to perform Service for a period of more than 60 days, HSCC shall have the right to terminate this Agreement on account of Force Majeure, as set forth in clause 16.0

#### **22.2.2 Termination on account of insolvency**

In the event the Design Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then HSCC shall, by a notice in Writing have the right to terminate this Agreement and all the Design Consultant's rights and privileges hereunder, shall stand terminated forthwith.

#### **22.2.3 Termination for unsatisfactory performance**

If HSCC considers that the performance of the Design Consultant is unsatisfactory or, not upto the expected standard, HSCC shall notify the Design Consultant in writing and specify in detail the cause of such dissatisfaction. HSCC shall have the option to terminate this Agreement by giving 30 days notice in writing to the Design Consultant, if Design Consultant fails to comply with the requisitions contained in the said written notice issued by HSCC.

#### **22.2.4 Time is the essence of the Contract**

Design Consultant shall be required for the commencement of Services under this agreement immediately after date of Letter of Award. If the Design Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless HSCC has extended the period for commencement of Services in writing.

#### 22.2.5 Consequences of termination

In all cases of termination herein set forth, the obligation of HSCC to pay for Design Consultant's performance shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

22.2.6 In the event of the Termination of the Agreement, the Design Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination; failing which losses or damages which may be suffered by HSCC on account of non-withdrawal from the site(s), shall be to the account of the Design Consultant.

#### 23.0 Assignability

The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the Parties under any circumstances.

#### 24.0 DISPUTE RESOLUTION

24.1 Except as otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of services rendered for 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 Design 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 HSCC 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 CGM, HSCC in writing for written instruction or decision. There upon, the CGM, HSCC shall give his written instructions or decision within a period of one month from the receipt of the Design Consultant's letter. If the CGM, HSCC fails to give his instructions or decision in writing with in the aforesaid period or if the Design Consultant(s) is dissatisfied with the instructions or decision of the CGM, HSCC, the Design Consultant may, within 15 days of the receipt of decision, appeal to the Director (Engg), HSCC who shall offer an

opportunity to the Design Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director (Engg), HSCC shall give his decision within 30 days of receipt of Design Consultant's appeal. If the Design Consultant is dissatisfied with this decision, the Design Consultant shall within a period of 30 days from receipt of this decision, give notice to the CMD HSCC 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 CMD HSCC within 30 days from the receipt of request from the Design Consultant. 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 CMD HSCC of the appeal. It is also a term of this contract that no person other than a person appointed by such CMD HSCC, as aforesaid should act as arbitrator. It is also a term of the contract that if the Design Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from HSCC that the final bill is ready for payment, the claim of the Design Consultant shall be deemed to have been waived and absolutely barred and HSCC 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 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 at Delhi. 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 the parties about 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.

24.2 The Services under this Agreement shall be continued during the arbitration proceedings, unless otherwise agreed in writing by Parties or unless it is proved that the Services cannot possibly be continued during the arbitration proceedings.

## **25.0 Jurisdiction & Applicable Law**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

This Agreement shall be governed by the laws of India for the time being in force.

## **26.0 Notices**

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Design Consultant on HSCC with reference to the Agreement shall be deemed to have been sufficiently served upon HSCC (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorised Representative of HSCC as defined in the Conditions of Agreement.
- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to HSCC, any notice, order or other communication sought to be served by HSCC on the Design Consultant with reference to the Agreement, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorised Representative of Design Consultant as defined in the Conditions of Agreement.
- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

## **27.0 Independent Audit**

Design Consultant shall maintain up-to-date records and be responsible and liable for all statutory audits at no extra costs as required under the law.

## **28.0 Languages and law**

This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

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## **29.0 Assignment and Sub-Contracts**

- 29.1 The Design Consultant shall not, without the written consent, of HSCC assign the benefits from the Agreement other than money.
- 29.2 The Design Consultant shall not without the written consent of HSCC initiate or terminate any sub-contract for performance of all or part of the Services.

## **30.0 Standards of ethics**

HSCC desires that the Design Consultants shall observe the highest standard of ethics during the execution of such contracts.

- (c) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

“collusive practice” means a scheme or arrangement between two or more Design Consultants, with or without the knowledge of HSCC, designed to establish prices at artificial noncompetitive levels.

“coercive practice” 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.

- (d) It is further provided that :-

- (iii) HSCC will annul/terminate the Contract if it determines that the Design Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- (iv) HSCC will declare a Design Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Design Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

## **31.0 Design Consultant’s action requiring HSCC’s prior approval.**

Design Consultant shall obtain HSCC’s prior approval before taking any actions wherever required

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## **32.0 Design Consultants' Personnel**

### **32.1 Removal and/or Replacement of Personnel**

- a) Except as HSCC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Design Consultant, it becomes necessary to replace any of the Key Personnel, the Design Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If HSCC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Design Consultant shall, at HSCC's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to HSCC.
- c) The Design Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

## **33.0 NUMBER OF DOCUMENTS AND COPY RIGHT**

- 33.1 All the documents, 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. The Design Consultant shall supply 15 (fifteen) sets and 1 (one) soft copy of each of working drawing to HSCC. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A3 size. Drawings shall be prepared on CAD. 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 HSCC.
- 33.2 The drawings cannot be issued to any other person, firm or authority or used by the Design Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HSCC and / or his authorized representative.

## **34.0 GENERAL**

- 34.1 The Design Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 34.2 HSCC will have the liberty to supervise and inspect the work of Design 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.
- 34.3 All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices.
- 34.4 The Design Consultant shall render full assistance, guidance and advise in general to HSCC on any matter concerning the technical aspects of the project.

- 34.5 The Design Consultant shall promptly notify HSCC of any change in the Constitution of his firm. It shall be open to HSCC 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 HSCC. But until its termination by HSCC 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.
- 34.6 The Design Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Design Consultant and give related advice regarding the project.
- 34.7 The professional fees of the Design Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in clause 3.4.1 of the RFP.
- 34.8 Design Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 34.9 The Design Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 34.10 Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 34.11 The Design Consultant shall inform HSCC about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of HSCC for such engagement. However, the Design Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 34.12 The Design Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 34.13 It shall be responsibility of the Design Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 34.14 The Design 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.
- 34.15 The drawings, design, related details, and specifications prepared and acquired by the Design Consultant for the work entrusted to him under this agreement shall become the property of HSCC. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Design Consultant for any other project without the prior permission of HSCC.

- 34.16 The Design Consultant shall not assign, sub-let, transfer any obligation or right of the Design Consultant under this agreement without the written consent of HSCC.
- 34.17 The Design 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 HSCC in defending themselves against such claims.
- 34.18 The detailed estimate for the work prepared by the Design Consultant should be accurate. It is a term of the agreement that on completion of work, the final quantities of work should not deviate more than 10% of the estimate prepared by the Design Consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the Design Consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the Design Consultant is more than 10% or deviation of any individual item is more than 30%, then the Design Consultant is liable to pay a compensation @ 2% of such deviation (beyond BOQ quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant. The decision of HSCC whether the deviation are due to default of the Design Consultant or due to genuine reason on account of authorized deviation by HSCC shall be final and binding on the Design Consultant.
- 34.19 The detailed estimate prepared by the Design Consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force HSCC to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the Design Consultant. The decision of HSCC with respect to missing items shall be final and binding on the Design Consultant. The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant.
- 34.20 The compensation levied on Design Consultant in different clause mentioned herein above are levied independently.

**RFP  
for**

**“Appointment of Consultant for Comprehensive  
Planning and Designing of the Proposed All India  
Institute of Medical Sciences at Kalyani, WB”**

**Volume III**

**Scope of Work, Client Requirement & Scope of Services**

**July 15, 2016**

**HSCC(India) LTD**

E-6(A), Sector 1

Noida 201301

**Tender No. HSCC/3-AIIMS/RFP/2016/Kalyani**

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## VOLUME III

### Scope of Work, Client Requirement & Scope of Services

#### 1. ROLE/SCOPE OF THE DESIGN CONSULTANT

The Design Consultant shall provide Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Kalyani, WB including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior& Structural Drawings for all buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs& Medical Equipment, as per detailed scope of work for the proposed AIIMS

The selected Design Consultant shall be required to provide services in respect of the following:

##### a. CONCEPT DESIGN & MASTER PLAN

1. Ascertain HSCC's requirements, including requirements in foreseeable future, examine site constraints & potential; and prepare and submit a Design Brief for HSCC's approval.
2. Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
3. Prepare and submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
4. Submit Design Basis Reports in respect of structural systems and all services
5. Prepare and submit conceptual designs & master plan with reference to design brief given and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project.
6. Volumetric study and Urban form recommendations including pedestrian/ vehicular movement and parking.
7. Architectural controls/ guidelines for the master plan/concept plan.

##### b. PRELIMINARY DESIGN AND DRAWINGS

1. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, walk through/ 3-D models etc., for the required approval along with preliminary estimate on cost area basis.

**c. DRAWINGS FOR STATUTORY APPROVALS**

1. Prepare drawings necessary for obtaining statutory approvals ensuring compliance with codes, standards and legislation, as applicable and assist the executing agency in obtaining statutory approvals thereof, as required.

**d. WORKING/DETAILED DRAWINGS AND TENDER DOCUMENTS**

1. Prepare working drawings (coordinated across various disciplines), specifications and schedule of quantities, detailed estimate of cost and tender documents including mentioning code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

**e. GOOD FOR CONSTRUCTION DRAWINGS**

To prepare and submit all Good For Construction drawings within the time as specified in RFP

- f. During the Execution Stage, the selected Design Consultant is expected to Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Executing agency informed and render advice on actions, if required.
- g. The Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. Please see clause 3.11 & 3.12 for further details.
- h. The designs and drawings should comply to GRIHA 5- Star, Version 3 rating or as per latest revision
- i. The final structural Designs/drawings submitted shall be got proof checked from Indian Institute of Technology (IIT) / National Institute of Technology (NIT) as approved by HSCC

**2. PROPOSED BUILDINGS AND SERVICES**

- a) The institute complex will be designed as expandable & scalable, sustainable state of the art campus with modern functional, efficient and economical buildings conforming to best international practices.
- b) Generally the buildings shall take into account local Indian architectural features. The complex will have major component buildings as described in this section
- c) Research and teaching are equally important part of the proposed facility.

- d) Provision shall be made for providing latest diagnostic equipment (For space planning within Hospital in particular)
- e) All proposed services shall have to be scalable and future ready

Campus shall have following facilities:

1. Hospital
2. A Medical College with intake of 100 MBBS students every year.
3. A Nursing College with intake of 60 B.Sc. Nursing students every year.
4. Residential facilities for students, faculty and staff.
5. School of Public Health (Only for master planning)

• **HOSPITAL :**

The Hospital shall comprise the following departments/blocks:

**a. Specialty Departments - 500 Beds**

DEPARTMENTS
Surgical & Allied Specialties
• General Surgery
• Orthopedics
• Ophthalmology
• Orto-rhino laryngology
Medicine & Allied Specialties
• General Medicine
• Pediatrics
• TB & Respiratory Diseases
• Dermatology & STD
• Genetics
• Psychiatry
Obstetrics &Gynecology
• Obstetrics
• Post-partum
• Gynecology

**b. Super SpecialtyDepartments - 300 Beds**

Departments
• Cardiology
• Cardio-thoracic Vascular Surgery (CTVS)
• Gastroenterology
• Surgical Gastroenterology
• Nephrology
• Urology
• Neurology
• Neuro-surgery

• Medical oncology
• Surgical oncology
• Endocrinology
• Clinical Hematology
• Pediatrics Surgery
• Burns & Plastic Surgery
• Pulmonary Medicine
• Radiation Oncology
• Hematology
• Geriatrics
<b>c. Other Facilities - 160 Beds</b>
• Intensive Care Unit (ICUs) & Critical Care
• AYUSH Facilities including Herbal Garden
• PMR Department
• Organ Retrieval Banking Organisation

**TOTAL Beds = 960 Beds**

- d. Trauma& Emergency of adequate capacity
- e. Ayush Centre

**Note:**

- Number of ICU beds & Operation Theaters shall be as per International norms & best practices
- Corresponding diagnostic facilities for each of these departments shall be provided
- Trauma& Emergency Centreshall have adequate capacity
- Ayush Centre may be treated as a separate block/entity
- Support Services and Allied Facilities shall be determined and provided as appropriate to make the Hospital functional
- Night Shelter / Patient Guest House (Dharamshala) and other support facilities for patients and caregivers
- Parking for Ambulances/emergency vehicles, Doctors and other staff, patients and visitors etc.
- **INSTITUTIONAL**
  - a) Medical College
  - b) Nursing College
  - c) School of Public Health (only for Master Plan)
  - d) Other facilities

**I. Administrative Block**

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- II. Auditorium Complex
  - III. Local shopping complex(s)
  - IV. Recreational & Sports Facilities
- e) Other related facilities
- **RESIDENTIAL ZONE** (Area of individual flats will be as per norms prescribed by MoUD, Government of India.)
    - Housing of various types viz. Type II, III, IV, V & VI, (Types are as per norms laid down by Ministry of Urban Development, Government of India)
    - Guest House having single rooms, suites & a VIP suite with related facilities
    - Transit Accommodation
    - Director's Bungalow
    - PG/UG Hostels for boys and Girls
    - Nursing Hostels
  - **SERVICE BLOCKS** – Like Sub-station, AC Plant room, Pump Houses, Fire Station and all other types of Utility Blocks as required etc.

Based on the user requirement more building(s) can be added or deleted in the above list.

Note: The above list is indicative and addition / deletion / modification may be made. Provisions for OPD/IPD shall be made along with the respective specialized Procedure / diagnostic facilities of each department

### 3. Project Cost:

The total estimated project cost is INR 1200 crore. The project shall be proposed considering this cost constraint

**Note:**

- The above mentioned cost is for all works of Civil & Internal Services, External Development, PHE & Fire-fighting, Electricals, HVAC, Gas Manifold, IT System & Services, Communication Facilities, Interiors, Fixed Furniture for Hospital Block, Furniture for Auditorium Complex, Loose & Fixed furniture for Administrative Block & Medical & Nursing Colleges etc. The project envisages development of a state of the art facility which has to take into account latest developments in field of healthcare infrastructure.
- Space Planning & Services design (For incoming services & effluent disposal etc.) for Modular OTs, Kitchen, Laundry, CSSD, Medical Equipment, Mortuary etc. shall be done.

#### 4. SUGGESTED AREA/ NUMBER STATEMENT

##### 4.1 AREA

A land parcel of 180 acres has been identified for the establishment of the proposed AIIMS. Copy of topographic survey and soil investigation report is enclosed. The proposed area details given below are for guidance only:

- Hospital with basement including its Services is 1,31,00 sqm
- Institutional, Teaching and related facilities is 41,000 sqm
- Residential is 53,000 sqm

##### 4.2 Indicative details of various facilities are indicated below -

Sl. No.	Facility	Indicative Detail	Remarks
1	Main Hospital Building with basement		Configuration of building has to take into consideration geographical location and climatic conditions. Area for services for these facilities is also to be catered to. The Hospital is to conform with JCI accreditation norms
2	Ayush Building		
3	Trauma& Emergency Centre		
4	Medical College		To conform to norms prescribed by Medical Council of India
5	Nursing College		
6	Administrative block		
7	Auditorium Complex		Auditorium should have a seating capacity of 750 to 1000seatsbesides ancillary facilities like lobby, projection room,sound room/change rooms etc./kitchen/pantry/dining area, meeting rooms & smaller seminar halls. This should have at least two Conference rooms of capacity 150 & 100 seats each.
8	PG Hostel	Three with occupancy of 312, 132, 155 respectively	For boys & girls with dining halls, recreation room and married accommodation with Kitchenette and attached toilet
9	UG Hostel	Occupancy – Girls (120), Boys1 (100), Boys2 (146)	Two hostels for boys; One hostel for Girls (with Dining Hall & Recreation room)
10	Nursing Hostel	Occupancy – 144 & 288	Two hostel blocks
11	Night shelter / Patient Guest House (Dharamshala)		This is required for family members who accompany patients
12	Guest House		Guest house shall have 18 single rooms, 6 suites,2 Special suites
13	Residential –(Areas as per MoUD Norms)	Total 178 Dwelling units	Accommodation to be designed to provide adequate covered and open parking
a	Director Bungalow	1Nos.	

b	Sr. officers Bungalows (Type-VI)	6Nos.	
c	Type-V	24 Nos.	
d	Type-IV	21 Nos.	
e	Type-III	18 Nos.	
f	Type-II	108 Nos.	
14	Ancillary buildings as required for Medical & Engineering services, mortuary etc.	Have to be of adequate size to serve design purpose and should be scalable	As per functional requirements including Engineering workshops
15	Other facilities required		Community hall, Crèche, Local shopping Centre(s), Transit Accommodation, International Scholar Accommodation, Student Centre, Faculty Club (with Lounge, Dining, Reading and Gymnasium facility preferably attached to Guest House), Swimming Pool, Sports & recreation facilities, Helipad for Rapid Patient Transfer, Fire Station, Stores

Note: The above details and listing is for general guidance. Actual detail will have to be as per the designs

## 5.0 SCOPE OF WORK

### 5.1 Architecture Design

**5.1.1** Preparation of Master Plan for the entire campus

**5.1.2** Circulation and traffic movement including pedestrian, vehicular movement

**5.1.3** Architectural Planning and Design for the Hospital, Institutional and residential Areas and related ancillary buildings

**5.1.4** Interior design of various spaces in the hospital, colleges and other public buildings

#### 5.1.5 Landscape Design

Landscape design including soft and hard surface design for open spaces, green areas (including terrace garden options)

#### 5.1.6 Lighting Design

Lighting design for various hospital areas (wards, consultation and other areas), lighting of colleges, laboratories, public buildings, general lighting, outdoor lighting, façade lighting, security lighting etc.

### 5.2 Structural Designs

Comprehensive structural design of all buildings and infrastructure. Design has to keep into consideration that these are lifeline buildings

### 5.3 Electrical Engineering Services

**5.3.1** Comprehensive planning & designing of Electrical systems both low side and high side including power distribution, emergency and UPS power supply system

**5.3.2** Low voltage systems such as LAN / fiber optics other advanced communication technology, PA system, Internet / WiFi / data communication, Television, channel music (BGM), display etc.

**5.3.3** Security and surveillance system including CCTV, access control at campus level and for individual buildings, perimeter security, emergency and disaster control facility

**5.4 Mechanical Engineering Services**

**5.4.1** Comprehensive planning & designing of all Mechanical services and systems, including HVAC, escalators, moving walkways, ventilation systems

**5.5 Plumbing, Sanitary and Public Health**

**5.5.1** Comprehensive planning & designing of Plumbing systems, water supply storage & distribution, hot water system, sanitary, sewerage, waste water circulation and disposal, storm water drainage system with water harvesting

**5.6 Fire and Life Safety**

**5.6.1** Comprehensive planning & designing of Fire detection and alarm system, fire suppression system, specialized firefighting systems such as mist and clean/ inert agent based, smoke exhaust system including pressurization system for basements and egress, egress plan and design including compartmentation, horizontal and staged egress, structural fire protection, etc.

**5.7 Medical & other Support Services/system**

Comprehensive services planning & designing of ancillary and related medical support services such as Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling-treatment and disposal, medical gases supply and distribution- air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management system for individual buildings and campus as whole, mortuary.

**6.0 DELIVERABLES**

**6.1 [KD 1] – CONCEPT DESIGN**

**6.1.1 General**

**6.1.1.1** Ascertain HSCC's requirements in consultation with various stakeholders examine site constraints & potential and document Detailed Project Requirements (physical spaces and functional activities).

**6.1.1.2** Prepare & submit Report about the site after evaluation of the- state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.

**6.1.1.3** Prepare & submit a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls.

**6.1.1.4** Demonstrate approach to Master Planning and Architecture Design through 3-4 options of Conceptual Designs showing vision for the project, design philosophy and strategic approach, including phasing and movement of patients/medical professionals.

**6.1.1.5** Prepare & submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs, especially in respect of drainage, disasters and environmental issues.

**6.1.1.6** Prepare & submit Design Brief Document encapsulating the above for HSCC's approval.

**6.1.1.7** It is also a term of the assignment that the cost of the design shall be within the estimated project cost.

### **6.1.2 Master Plan**

**6.1.2.1** Prepare requirements for Master Plan in consultation with stakeholders and analysis of site, topographic features, climatic conditions, geographical location and other relevant context.

**6.1.2.2** Conduct volumetric study and make urban form recommendations including pedestrian/vehicular movement and parking for various functional needs, such as patients, visitors, doctors, students, services, emergency vehicles, fire fighting vehicles etc. Develop Urban Form 3-D massing proposal for approval.

**6.1.2.3** Prepare Master plan with guidelines for volumetric and façade controls, drainage and traffic movement incorporating Urban Form proposal.

**6.1.2.4** Submit Final Master Plan based on the inputs from development of conceptual architectural design studies and the stakeholders and finalize controls, circulation, guidelines and other aspects of Master Plan.

**6.1.2.5** Obtain Approval of Master Plan from HSCC & assist HSCC in getting environment clearance or any other clearance that may be required to be obtained before proceeding further.

### **6.1.3 Conceptual Architectural Design**

**6.1.3.1** Review detailed requirements for various physical facilities and ensure their adequacy for healthcare, research and teaching functions.

**6.1.3.2** Prepare and submit conceptual architecture design of all buildings for approval of HSCC, conforming to the detailed requirements.

### **6.1.4 Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services)**

**6.1.4.1** Determine the utility /load requirements and prepare & submit Design Basis Report for all the required services

**6.1.4.2** Prepare the concept design for the utilities.

**6.1.4.3** Preparation & submission of SLD and preliminary drawings for all the services

**6.1.4.4** Submission of special services and equipment plan including space planning (Special services like - Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling, treatment and disposal, medical gases supply and distribution, air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management)

### **6.1.5 Preliminary Cost Estimate**

**6.1.5.1** Prepare and submit preliminary cost estimates based on standard norms taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.

## 6.2 [KD 2] - DETAILED DESIGN AND DRAWINGS

### 6.2.1 General

- 6.2.1.1** Prepare final Master Plan including the site use plans for the approval of HSCC. ( including preparation of concept plan, individual floor plan for all blocks like, Hospital, Institution, Residential, services, medical college, their elevation, sections **for approval along with Master plan**)
- 6.2.1.2** Modify the conceptual designs and cost estimates after incorporating any changes, as may be suggested by HSCC.
- 6.2.1.3** Preparation of detailed Architectural designs of all buildings and related infrastructure, design of Public Health, Electrical & Mechanical services, landscaping design, graphic design and signage.
- 6.2.1.4** Submission of a Detailed Project Report including, phasing etc.

### 6.2.2 Architectural Design

- 6.2.2.1** Modify the conceptual designs incorporating required changes and prepare the preliminary architectural drawings, sketches, study model, walkthrough, BIM models etc.
- 6.2.2.2** Interior Design of all spaces is an integral part of the service to be rendered. Design Consultant shall prepare interior design layouts / details, including furniture layouts detailed working drawings, specifications, make, materials, etc. for all fixed and loose furniture items such as nursing stations, interiors of rooms/wards, doctors OPD rooms, waiting areas, toilets- common and attached, offices, canteen/cafeteria, common spaces etc.
- 6.2.2.3** Prepare a detailed scheme for lighting design, including lighting for recovery, daylight utilization, color therapy, outdoor lighting and façade lighting, security lighting conforming to best practices.
- 6.2.2.4** Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, standard details and other construction details as required for successful completion of the project.
- 6.2.2.5** Based on the decision of the authority, ensure GRIHA 5-Star (version 3) Rating. A detailed report concerning the project data sheet.
- 6.2.2.6** Submission of special services equipment plan including space planning (Special services like - Kitchen, Laundry, CSSD, OT, Gas Manifold, Medical Equipment, medical waste handling- treatment and disposal, medical gases supply and distribution- air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management)

### 6.2.3 Structural Design

- 6.2.3.1** A report of structure system and construction technology to be adopted shall be submitted to validate the proposal.

- 6.2.3.2** Preparation of detailed structural analysis & structural design (including seismic design as may be applicable) based on design output.
- 6.2.3.3** Structural design shall be got vetted from an institution like IIT etc. to ensure design & detailing adequacy and design efficiency.
- 6.2.3.4** A Structural Stability Certificate shall be given by the Design Consultant
- 6.2.4 Engineering Services Design (including MEP, Life and Fire Safety and other Services)**
- 6.2.4.1** Revise design report with load calculation, recommendation on proposed equipment sizing/ selection and budgetary cost estimate.
- 6.2.4.2** Single line services routes and ducts etc. with equipment space marking in plans with further detailing on areas/ plans.
- 6.2.4.3 Detailed Design**
- 6.2.4.3.1** Preparation of high side MEP Plant Room Space & Shaft Planning based on approved architectural drawings, structural drawings, interior-related areas, lighting, Kitchen & Laundry, CSSD & Medical/ Clinical System, Landscape Layouts.
- 6.2.4.3.2 HVAC:** Schematic layouts of HVAC system based on computation of heat load calculation based upon the approved architectural plans and propose/ recommend provision of water cooled Chillers, chilled water distribution, AHU rooms and air distribution system. Mechanical ventilation system layout for basements, plant room, toilets and other areas such as kitchen(s),OT, CSSD, laundry etc.
- 6.2.4.3.3 Electrical:** Substation layout, HT & LT single line diagram, HT/LT panel room layout, electrical distribution system comprising of panels, distribution boards, bus-ducts, cables routes and layout, power distribution planning based on facility planning/ medical planning, CSSD, Kitchen & Laundry requirement, DG room layout along with panel details, earthing & lightning protection system.
- 6.2.4.3.4 Low Voltage:** Layout & schematics for Fire Detection and Security system including Voice/Data /MATV systems.
- 6.2.4.3.5** Schematic layouts of Plumbing (Water Supply & Drainage): Water tanks & pump room layout, water treatment system, hot/cold water distribution, sewage & storm water disposal piping shafts, waste water disposal, sewage / effluent treatment system, boiler and hot water generator system with steam and condensate piping for laundry and other areas. Medical Gas & Pneumatic Tubing Planning w.r.t High Side and Shafts.
- 6.2.4.3.6** IT System
- 6.2.4.3.7** Modular Operation Theatre
- 6.2.4.3.8** Medical Gases and Manifold System
- 6.2.4.3.9** Furniture – Medical/Hospital/Laboratory/Office etc.

- 6.2.4.3.10** List of reputed makes/brands (minimum three of equivalent nature in each case) of various materials and fittings, and comparative pricing shall be made available.

### **6.2.5 Detailed Cost Estimating**

- 6.2.5.1** Schedule of quantities, analysis of rates, and preparation of detailed estimates (BoQs) in respect of all disciplines. However this shall not include BOQs/Costing for equipment required to be provided in Kitchen, Laundry, CSSD, OT and other medical equipment (diagnostic) however services component for these facilities shall have to be estimated

### **6.2.6 Drawings and Documentation for Statutory Approvals**

- 6.2.6.1** Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the executing agency in obtaining statutory approvals thereof, if required, including making changes and providing all details as required by the statutory bodies.
- 6.2.6.2** Preparation of Environment Impact Assessment Submission and Fire Submission Drawings and Documents as required meeting the requirements of the concerned Authorities.
- 6.2.6.3** Attend coordination meetings with the Authorities as required.
- 6.2.6.4** Making changes to meet the Authorities requirements.

## **6.3 [KD 3] –TENDERDOCUMENTS, WORKING & GFC DRAWINGS**

- 6.3.1** Modification to the Architectural Design and Services Design incorporating required changes and prepare final working drawings and service plans for the approval of HSCC.
- 6.3.2** Submission of detailed estimates/detailed Bill of Quantities for all items –civil works, interiors, MEP services, Specialised services of Hospital like CSSD, Kitchen, Laundry, OT, Mortuary, Gas Manifold etc.,external development etc. in standard formats using standard description of the items for those as may be available in DSR published by the Central Public Works Department of the Government of India and standard engineering terminology for items that may not be available in the schedule.
- 6.3.3** Take-off-sheets, detailed specifications of the material/fittings to be used in the project shall also be made available.
- 6.3.4** Detailed BOQ for inviting tenders.
- 6.3.5** Tender drawings and working drawings shall be prepared in respect of all disciplines, including, Architecture design, MEP, Structure, Fire and Life Safety.
- 6.3.6** Prepare tender drawings, items of work, specifications (indicating applicable codes and standards, Quality Assurance and Quality Control procedures related to

materials and processes, execution processes, acceptance standards, tolerances, modes of measurement and other documentation necessary for tendering process.

**6.3.7** Draw up a master list of working drawings (notwithstanding non-inclusion any drawing, the same to be included subsequently), prepare working drawings, coordinated across various disciplines, incorporating reference to specifications as per contract documentation.

**6.3.8** Prepare and submit Good For Construction Drawings duly vetted by IIT/NIT.

#### **6.4 [KD 4] - APPOINTMENT OF CONTRACTORS**

**6.4.1** Assist in analyzing tenders by preparing the justification rates after collection of the same from the respective locations

#### **6.5 [KD 5] - CONSTRUCTION**

**6.5.1** Approve Mock-ups, samples and shop drawings as necessary.

**6.5.2** During execution, participate in conferences and meetings with various stakeholders, as desired by the Executing agency and rendering advise to the Executing Agency.

**6.5.3** Coordinate and support all activities during construction related to Design and architecture.

**6.5.4** Preparation of good for construction drawings & Submission of 6 sets of drawings along with the soft copy sufficient to facilitate execution of work on site

**6.5.5** Approve samples of various elements and components and assist HSCC in making appropriate choices.

**6.5.6** Check and approve shop drawings submitted by the contractor/ vendors, as required by the Executing Agency.

**6.5.7** Architect & his specialist consultants/engineers shall visit the site of work, at intervals mutually agreed upon, clarify any decision, after interpretation of the drawings/specifications.

#### **6.6 [KD-6]COMPLETION**

**6.6.1** Prepare and submit completion reports and drawings for the project as required and assist the Executing Agency in obtaining "Completion/ Occupancy Certificate" from statutory authorities and any other permissions/approvals as may be required for making the building operational.

**6.6.2** Submit 4 sets of the 'as built' drawings, along with a soft copy, after completion of works.

**6.6.3** Assist in getting the building certified as a "Green Building" from the GRIHA as envisaged.

### **7.0 TIME AND PAYMENT SCHEDULE**

The total period of completion for this architectural assignment shall be 12 months, which includes

2 months for getting statutory approvals/clearances from the concerned local authorities. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the design consultant.

**Note – All the stage payments as below shall be done after acceptance of deliverables.**

Key Deliverables	Activity	Payment Activity wise	Stage Wise Payment	Time Period
KD 1 Master plan & Concept Design	6.1.1& 6.1.2	2%	10%	Z+ 2 months
	6.1.3	4%		
	6.1.4	2%		
	6.1.5	2%		
KD 2 Detailed Design & Drawings	6.2.1 to 6.2.5	8%	12%	Z+6months
	6.2.6	4%		
KD 3 Tender Documents Working & GFC Drawings	6.3.1 to 6.3.6	20%	30%	Z+12 months
	6.3.7 & 6.3.8	10%		
KD4 Appointment of Contractors as per progress of work at site.	6.4.1	8%	8%	
KD5 As per financial progress of Construction work at site.	On completion of 20% of the work	5%	35%	
	On completion of 40% of the work	5%		
	On completion of 60% of the work	5%		
	On completion of 80% of the work	8%		
	On completion of work	10%		
	on issue of virtual completion certificate	2%		
KD6 Completion of all contractual obligation	6.6.1	2%	5%	
	6.6.2	1%		
	6.6.3	2%		

**Note:**

(i) Z = Date of Letter of Award

(ii) The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and/or as decided by HSCC or as decided by a statutory body.

(iii) Against each activity including sub activity, the Design Consultant shall supply 15 (fifteen) sets and 1 (one) soft copy of each to HSCC. 10 (ten) sets of drawings will be supplied in A0 size and 5 (five) sets in A3 size. Drawings shall be prepared on CAD (latest version).

(v) The time period includes the time required for giving approval to the deliverables for the respective activity.

(vi) For KD2 to KD4, running account payment shall be made as a weightage of -

- Hospital 40%
- Institute 25%
- Residence 15%
- External & Misc works 15%
- Special Medical services 2%
- Landscape 3%

### **TAX LIABILITY**

No other Tax, Cess and Levy, except Services tax, shall be paid to the design consultant over their contract amount. In respect of service tax, same shall be paid by the design consultant to the concerned department and it will be reimbursed to them by HSCC after satisfying that it has been actually and genuinely paid by the design 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 design consultant.

## **8.0 DETAILED TERMS OF REFERENCE**

The detailed Terms of Reference are as given below

The selected Firm is expected to render comprehensive services for Architecture Design, Engineering Services and Medical Services as detailed out in the section “Scope of Services”.

Any or all services not specifically mentioned therein but required for the proper and successful completion of the project in accordance with international standards shall be proposed by the Design Consultant considering the overall cost and time framework of the project.

### **8.1 General**

- The drawings and documents shall be submitted by the Design Consultant in the format / template, scale, multiple copies and at the stage of project as necessary for the project and / or required by HSCC / Statutory Authority.

### **8.2 Architecture and Engineering Design**

#### **a. Master Plan**

- i. Preparation of Master Plan for the entire Campus keeping in view topography, design needs and HSCC requirements. Model of Master Plan & Individual blocks should be prepared.
- ii. The Master Plan shall reflect the strategic planning of the proposed institute for the present and the emerging needs in view of advances in health care and the needs of the populations. Master plan shall delineate building and functional utilization of campus site in a creative efficient manner. The objectives of Master Plan shall be defined by the Design Consultant,

which shall include:

- Segregation of various types of movement, including normal and emergency vehicular movement and movement of vehicles for utilities
- Efficient mobility of pedestrians (especially for the patients, persons with various limitations and special needs), cycle tracks within the campus and strategically located parking locations
- Accommodating growth
- Creating synergies between built mass for patient care, research and teaching
- Integrating academic and residential life
- Creating holistic environment for overall development of the students and scholars
- Creating a focus of an institution of excellence
- Creative open spaces
- Sustainable solution in-sync with the climate and site potential, maximizing natural and renewal resource potential

Sustainability shall be the intrinsic strategy of Master Planning, reflected through compact and efficient spatial planning approach. Landscape shall enhance human comfort, reduce heat island effect, create nature-rich spaces and contribute to human scale experience. Water and energy efficient shall be demonstrated through Carbon foot print reduction. Design Consultant shall devise interface as means to involve Institute stakeholders in the sustainable efforts incorporated in the Master Plan.

**Broad Objectives of Architecture Design shall include:**

- i. Architecture Design solution shall respect the overall cost limit and propose value analyzed solutions maximizing functional utilities.
- ii. Solutions to take cognizance of the current materials and construction technologies, however, not bound to propose valid alternatives for the similar purpose.
- iii. The efficiency within the core areas of Patient Care, Research and Teaching as well as synergetic relationship amongst each of the core areas.
- iv. Architectural design shall be focused at:
  - “Patient-care”
  - “Research and Teaching”
  - “Wellbeing of the Care Givers”

**Overall Architecture Design Approach**

- A conceptual structure plan shall be developed based on analysis of hospital and staff pathways to establish inter-relationships between various functional areas. The structure plan shall define horizontal and vertical compatibility of functional units within each cluster that may form a built mass.
- Design shall respond to the needs, including the following:
  - Comprehension of functional needs of the key stakeholders, such as doctors, medical staff, families of the patients and accompanying attendants

- Patient safety in terms of hygiene, and physical security
- Possible segregation of preventive healthcare and
- Control of infection
- Signage and way-finding
- Operational and maintenance needs

Logistics is an important requirement for a large healthcare facility. Efficient management of logistics, such as supply of goods, handling of sterile supplies, equipment, food, medicines, safe storage, and internal movement ensuring supply reliability, disposal pathways and processes shall be effectively dealt with.

Design Consultant shall develop understanding of requirements through examining/visiting to see & understand site constraints & potential, geographical location, climatic conditions, weather patterns, solar movement and important landmarks/facilities that may exist in near vicinity and local architectural design typologies, which can influence design.

Topographical surveys and soil investigation reports of the site are available. Study and interpret soil investigation report and finalize input data for structural and foundation design for building(s), types of structures that will be most suitable, existing drainage systems & water flows which can be used to advantage of project to save cost or which need to be accounted for to prevent disruption during execution and in working after project has been made functional.

Study report of functional project requirements and control drawings, design controls that are prescribed by concerned local body and preparation of design philosophy for building structure, external and internal services. Detailed understanding of the functional needs will ensure that design meets the expectations. Design Consultant will also have to interact with HSCC at this stage to help in firming up requirements and ensuring that essential features/requirements do not get left out.

Detailed drawings of all services including but not limited to electrical & mechanical services, HVAC, LV, Data/telecommunication, fire detection & suppression, plumbing & drainage, Medical gasses, IBMS etc. Designing the structure and services shall be as per provisions made in relevant Codes & specifications, as applicable & be in complete compliance with the applicable provisions of the National Building Code of India.

The Design Consultant shall prepare DBR & schematic network (SLD) of all services and their interconnectivity including but not limited to HVAC, water supply, drainage, sewerage, electrical, data/communication, fire detection and firefighting, garbage disposal, disposal of bio medical wastes, rain water harvesting, recycling of waste water, use of solar energy, Medical gasses, IBMS and other such services. The architect shall also prepare an integrated layout plan of campus showing location of all the external services. The architect shall also assist in obtaining approval of plans & schemes of all services from the concerned local statutory authorities.

All the detailed architectural and working drawings, where required, should be supported with 3D Views, Blow-ups of typical & critical areas and walk through to facilitate understanding of designs by site engineers & compliance to designs. Preparation and submission of three-dimensional form, model showing the complete proposal. The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the Authority. All building-wise Floor Plans for all blocks, Elevations, Sections, Furniture layout, Equipment layout and Finishing Schedule should be prepared.

In order to ensure that the work at site proceeds in accordance with the contract documents/drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager and his sub key personnel's (as appointed by HSCC), who shall work under the guidance and direction of HSCC and shall report to him. Architectural firm shall render complete support to the Construction Manager and facilitate the execution of works. In case any difficulty is envisaged in execution at site then, if need be, the designs/drawings shall be amended by the Architect to remove bottle-neck.

### **Sustainable Analysis and Design**

Architecture design shall be analyzed for various sustainable considerations, including, day-light utilization and solar heat-gain reduction using appropriate IT tools to demonstrate the level of compliance. It shall refer to "NBC-2015: Approach to Sustainability" for specific guidance. It shall meet the requirements of GRIHA 5-Star (version 3) and ECBC norms.

Entire campus and the buildings shall comply with the requirements for "Barrier Free", preferably, meeting the objectives of "Universal Design" best practices.

### **Engineering Design**

Engineering design shall be as detailed later in this document. The design has to be efficient, economical, robust, modular, scalable and future ready and be in compliance of all statutory norms/codes and aligned to best engineering practices in the field of healthcare for hospital building(s).

### **Landscape Design**

Landscape design must demonstrate climate-centric mix of soft and hard scapes, maintainable and water efficient. It should have adequate shading for pedestrians, cyclists, and areas for relaxation of patients and staff, and must analyze the self-shading of aspect of all buildings to create an atmosphere conducive to over well-being of all users. The primary objective is to ensure native vegetation, shaded trees, and minimum water requirement for up-keep of landscaping. The campus should be inviting, replete with greenery, and contribute to reducing carbon footprint through the measures of landscaping. The Design consultant should keep in mind the climatic zone of the campus before landscape designing. In addition, the landscaping should be in place with the start

of the facilities.

**Drawings and Documentation:**

Drawings and documentation control plan shall be explicit to ensure proper information dissemination. This shall include design, quantities, specification and “method statement”. All documents and data supplied by the Design Consultant shall be ensured to be adequate and appropriate.

**Statutory Approvals:**

Design Consultant shall prepare drawings as necessary for statutory approvals from authorities like Municipal Authorities, Fire Department, Airport Authority, EIA, Pollution Control Board and ensure compliance with codes, standards and legislation, as applicable and assist the executing agency in obtaining statutory approvals thereof, if required.

The Design Consultant shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities. The compliance to the statutory requirements shall be inherent to the design and solutions. For the obligations related to HSCC, the Design Consultant shall provide such guidance well ahead in time.

**Specifications for Building, Services and Equipment**

Design Consultant shall prepare Data sheet showing Room wise and Building wise finishing, flooring and Door window, and other high end Inventory schedule. Specifications to be prepared shall be broadly based on CPWD/BIS specifications. However, wherever, there is need to refer to better specifications in the interest of patient care and safety, international codes and standards may be referred to.

### **8.3 CIVIL & STRUCTURAL ENGINEERING SERVICES**

**General**

- The Design Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts required for execution of all works as per latest relevant IS Codes & guidelines for specific functional structures/areas like CSSD, Laundry, Operation Theater etc. and shall at all times show a high degree of professionalism in his work.
- Should provide all changes required due to site conditions, HSCC time-to-time requirement
- Issue a Structural Stability certificate
- The Topographical survey report and soil characteristic and geo physical investigation shall be provided to the Design Consultant by the Executing Agency. However Design Consultant may get Conducted any other/ additional surveys, geo-technical tests, at their own costs, including any additional soil tests if required or other investigations as required to determine the basis of technical and economic criteria for the appropriate measures to accomplish economic designs.
- Design basis report shall be submitted by the Design consultant for obtaining approval of HSCC
- The Design Consultant will be fully responsible for the structural design of all the Civil structures

and buildings created for various purposes for the Hospital and Institutional Buildings.

- All the structural designs should be got vetted from any IIT/NIT as approved by the Executing Agency.
- The complete design will be carried out keeping in view that these buildings are lifeline buildings and are required to be stable and continue to remain functional in case of any natural disaster
- The structural systems shall be such as to ensure most efficient usage of available space and shall not obstruct or hinder passage of services nor shall they result in any additional cost having to be incurred to carry such services.
- Design Consultant shall take due care to ensure that the clear heights available in different areas does not get impacted due to any structural system that impedes laying of services

**8.4 Traffic Management design** - The Design Consultant shall do the overall Traffic Management design for the whole project.

**8.5 Interior drawings of all areas** - The Design Consultant shall produce the Interior drawings for the Hospital & Institutional buildings for the whole project.

**8.6 SERVICES DESIGN**

- The broad scope of designing of services for the project under this contract shall include but not be limited to Complete Planning & Design of Electrical systems, HVAC, Fire Detection & Fighting, PHE, medical services, Roads & Paths etc.
- This shall entail preparation of conceptualization plans based on conceptual design and specifications in compliance with State electricity board/other statutory authorities/MCI Norms (Internal & External Electrical Services)/Indian & International standards, NABH/JCI norms that may be applicable and assisting in obtaining all Statutory approval
- All designs shall be efficient, economical, flexible and future ready and compare to best international practices/standards
- Preparation of Detailed bill of quantities, tender documents, specifications
- Preparation of detailed drawings, site layout, Modification to the drawings during execution if required and also assist HSCC during the execution
- Advising on Sourcing of materials

**8.6.1 ELECTRICAL**

- Electrical services design shall include assessing the power requirements of individual components and aggregate them for the entire campus and prepare and submit a DBR for obtaining approval.
- Assessing the electrical requirements and finalizing the rating of all the apparatus/ equipment that will be installed in the buildings ensuring highest safety standards are inbuilt in the designs in accordance with the relevant Indian/international regulations and Standards.
- Design the distribution systems and prepare single line diagrams with details of accessories and equipment
- Carry out detailed designs, prepare complete technical specifications and Bill of quantities for a comprehensive electrical power distribution scheme from receipt of power to distribution all across the campus and within each building

- Indoor and outdoor lighting including making recommendations for the type of luminaire that should be used and helping HSCC make right selection
- Lightning protection and earthing systems of all the buildings and sensitive equipment, plants & machinery
- Specify the details and capacities of HT panels, Transformers, LT panels, standby diesel generator sets, UPS and design of fuel storage facilities
- Specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, LT panel & DG sets to ensure uninterrupted power supply to all essential services, computers and lifesaving equipment,
- Specify the necessary switchgear and control/ changeover panels, capacitor banks, bus duct, essential and nonessential panels as necessary with the appropriate load management system in case of any power failure
- Designing of complete communication system including but not limited to telephones, Intercom & PA system, visual display, Queue management System etc. System has to be robust and capable of being future ready. It should also include FTTH based on a fiber optic network.
- Fire detection & Alarm System
  - Designing of complete fire detection and suppression system including its integration with the IBMS, HVAC and smoke extraction arrangements.
- Lifts, elevators & dumb waiters
  - Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
  - Carry out an analysis for the travel time to determine the capacity of lifts
  - Ensure segregation of lifts for patients/Doctors and other medical personnel, visitors etc. to have smooth movement of human traffic
- Cable TV/Dish Antenna System
  - Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Nurses Call system
  - Assess the requirement of nurses call system at different locations (ICU, ICCU, wards etc.) and make recommendations to help selection of best available system
- External & façade Lighting
  - Assess the external lighting requirement for roads, parking, facades of buildings etc.
- UPS back-ups
  - Identify the sensitive/critical equipment and plan a detailed power back-up program through centralized and/or localized system. System must be able to distinguish between essential and emergent power requirements and ensure that all lifesaving devices continue to receive uninterrupted stable power supply at all times
- Access control systems
- Security system including IP based CCTV system
- Requirement of GRIHA compliance like –
  - Grid interactive Solar photovoltaic power generation system
  - Electrical light controls etc.
  - ECBC requirements

- Specialized services of the auditorium like –
  - Stage lights
  - Stage curtain
  - Dimmable light
  - Sound system
  - Foot light
  - Video projection system
- Video conferencing system
- Parking management system
- Parking guidance system

## **8.6.2 MEDICAL SYSTEMS & SERVICES**

### **8.6.2.1 General**

The following Systems & Services play important roles in proper and efficient functioning of a Hospital.

1. Modular Operation Theatre and Integrated Modular OTs (Modular OT)
2. Central Sterile Supply Department (CSSD)
3. Medical Gases Manifold System
4. Kitchen
5. Laundry
6. Bio- Medicals Waste Management System
7. Mortuary Chamber
8. Pneumatic chute system

The considerations for each of the above services are explained in the following sections.

- Each of the above services shall be designed to take care issues like Infection control, Promoting high standard of asepsis, Facilitating coordinated and seamless services delivery, Ensuring maximum standard of safety, Optimizing utilization of spaces with flexibility & saving staff time, Optimizing safe & ergonomic working condition, Ensuring functional separation of spaces, Patient and staff comfort minimizing maintenance and regulating flow of traffic.

### **8.6.2.2 OPERATION THEATRES**

- All OTs will be designed keeping in view latest developments in the field and allow flexibility of use & shall conform to statutory requirements

### **8.6.2.3 CENTRAL STERILE SUPPLY DEPARTMENT (CSSD)**

- CSSD shall have barriers to prevent cross contamination. Central Sterile Supply Department (CSSD) will be designed to receive, store, process, sterilize, distribute and control the supplies and instruments, linens, equipment, both sterile and nonsterile essentials to all the departments of the Hospital for care and safety of the patients. It should have Wash area, packing area, sterile area with sterile store, change rooms, gauge cutting room and low temperature sterile system. Dedicated RO water requirement. CSSD shall have comfort condition in packing area and HEPA filtered air supply to sterile area. CSSD shall have Plumbing, drainage, electrical works and fire-fighting system. Location,

design and internal planning will be done keeping in view the functional requirements ensuring efficiency in working and the type of machinery and equipment that will be best for being procured and deployed. Assistance will be given in selection of suitable equipment/technologies that should be procured and the best practices being followed internationally. (all the equipment and furniture of CSSD shall be of SS-304/316/3166. Equipment shall be of European CE/US FDA certified,)

#### **8.6.2.4 MEDICAL GASES MANIFOLD SYSTEM**

- Medical Gases Manifold System (MGMS shall be as per NFPA99C/HTM 02-01/DIN standard. Plant room and manifold room shall have good ventilation system with electrical works and fire-fighting system)
  - Design of MGMS shall include its optimum or desirable location keeping in view statutory requirements, safety considerations and latest advances in this field with primary, secondary and tertiary source of oxygen gas , Plant room with oil less compressed air system, Lubricated vacuum system & AGSS with suitable standby and manifold room with oxygen, nitrous oxide, carbon dioxide and Nitrogen gases. ICU & HDU shall be equipped with pendant. Post-operative, Private room, VIP room & Heart center shall be equipped with BHP.

#### **8.6.2.5 KITCHEN**

- Kitchen shall be designed keeping in view the size of the Hospital and the need to deliver hygienic food to all patients in shortest possible time.
- The need to have a central kitchen or satellite kitchens shall be explored and design developed keeping in view the need for efficiency and economy
- Kitchen shall have Dry store, cold room, preparation area, cooking area, vegetable cutting area, dish washer and Pot wash, Dietician room, set-up area, special feed area, staff rest room , change room, trolley wash area & Trolley bay. Kitchen shall have stainless steel equipment and furniture like automatic chapatti making machine, Dough kneader, boiler, microwave, dish washer, hot food trolley, ss table and sink, banmarie, deep freezer, refrigerator etc. (Kitchen shall have good ventilation system, with plumbing, drain, electrical works and fire-fighting system)

#### **8.6.2.6 LAUNDRY**

- Size & location of laundry shall be commensurate with the size of the facility, quality of water available and the latest techniques in this field
- Laundry shall have barriers to prevent cross contamination. It should have Sorting area, sluice area, wash area, finish area, store and change room. It should be equipped with sluicer, washer extractor, drier, Ironer, boiler, compressor and finishing machinne. Laundry shall have plumbing, drain, electrical works, fire-fighting and ventilation system.

#### **8.6.2.7 BIO- MEDICALS WASTE MANAGEMENT SYSTEM (BWMS)**

- The architectural design should ensure segregation of clean and dirty and treated waste spaces in first instance

- Final disposal has to be planned keeping in view the relevant laws as are applicable to this field as notified by the Ministry of Environment or any other statutory authority / CPCB / SPCB.
- BWMS shall have Incinerators (optional), Waste autoclave and Shredder.

#### **8.6.2.8 MORTUARY COMPLEX**

- An adequate size mortuary with provision for safe storage facility, Dissection area, Bier room, change room, wash area, office police booth and postmortem / autopsy shall be suitable designed and located in the campus. Wash area, Postmortem area and dissection area shall have plumbing and drain. HVAC system should be provided with well ventilated, well lighted postmortem/autopsy room and dissection area.
- Location should be such as to cause minimum disturbance to general public and patients and yet ensure dignity to the deceased

#### **8.6.2.9 PNEUMATIC TUBE TRANSFER SYSTEM**

- Design Consultant shall help design a pneumatic Tube transfer system to ferry samples/medicines/papers from one location to another keeping in view the need for economy. System should be upgradable for transfer of items amongst Labs, blood bank, pharmacy, OT complex, ICU/HDU, Diagnostic area and Wards etc.

### **8.6.3 HVAC SERVICES**

#### **8.6.3.1 General**

- All HVAC services will be Planned, designed and detailed complete in all respect, for Central and/or individual air-conditioning systems as may be required from functional and economical point of view (fully air-conditioned Institutional areas & Hospital except residential areas).
- The service shall include but not be limited to pressurization of lift wells/stair cases; mechanical ventilation system of toilets, basements and other areas etc. for the entire complex selection of chilling machines along with chiller management system, hot water generators, cooling towers, chilled/hot/condenser water pumps with VFDs, air handling units, FCUs, ventilation fans, pressurization and smoke extraction system, ducting, piping, insulation and required electrical works along with panels, cabling/earthing etc.
- System has to be in compliance with international standards and guidelines applicable to healthcare buildings for hospital and the relevant standards for other buildings as applicable. In any case the system will comply with or be better than the applicable national standards/guidelines.
- HVAC system shall provide enough flexibility in operation such that selective areas can be operated and maintained at desired temperatures without compromising on requirements of other areas to economize on the operating costs.
- All the mandatory and prescriptive criteria for GRIHA 5 star (version 3) rating and NABH/JCI requirements shall be included in planning and design of HVAC system.
- System and design proposed has to be robust, easy to operate and maintain, energy efficient, ensure that areas which have special requirements such as filtration, segregation of return air, need for maintaining pressure differentials should be well taken care of.
- Proper integration with the fire detection and smoke extraction system will be inbuilt in design.

- Following standards shall be kept in view while designing the system
  - ASHRAE standards and guidelines
  - ISHRAE
  - MCI standards and guidelines
  - Labs shall be designed as per WHO/CDC/ ICMR guidelines.
  - Local by-laws and factory Act.
  - Indian Standard Specifications / codes.
  - National Building Code 2005.
  - Manufacturer's Instructions and guidelines.
  - CPCSEA guidelines
  - MOH& FW guidelines

#### **8.6.4 IBMS**

- Building Management system shall be designed to achieve maximum benefits from efficient operation of all plants and machinery and installations without compromising on the operational requirements.
- IBMS shall include but not be limited to Parking Management System, CCTV, Audio System in class rooms, Specialized Electrical Services like Stage Lighting, Access Control System, Boom Barriers, Video Conferencing, Video Projection System etc.
- Design Consultant shall prepare and obtain approval of the input output summary and assist HSCC in ensuring that all essential issues are taken care of. Recommendation on the best systems available in the market and their relative advantages/disadvantages shall be explained and assistance rendered in making selection of right system.

#### **8.6.5 IT SERVICES**

- Prepare an Information System strategy plan carrying the IT needs of the Institute. Prepare System requirement specifications document including up-gradation/expandability strategies for the future. Carry out the basic and detailed design specifications of the application of IT/computerization system/network related to scope, system architecture, and application system. The scope of the services includes but not limited to the following:
- IT services shall include HMIS (Hospital Management and Information System) for Hospital including Data Centre, Computer Hardware & Software requirement for implementation of HMIS. System has to be designed in such a manner that it is possible to integrate all records/information within the campus and also allow for controlled access to a pan India data base
- PACS (Picture Archival and Communication System) for the Hospital and integration with HMIS.
- Development of Computer Network Infrastructure – LAN and Wi-Fi System for Network and Internet facility in the campus (Cable based and Wireless Network both). Cable based Network is also to be used for the HMIS and PACS.
- Queue/Token Management System for OPD and Doctor's room and other investigative services etc.
- Library Management System / Automation
- Education Management System

- Telemedicine

#### **8.6.6 PUBLIC HEALTH ENGINEERING**

- The Design Consultant shall be responsible, amongst others, for Designing of complete Public Health & Engineering services taking into account various existing topographical, meteorological, Hydrological features etc. and using these to the best advantage.
- The campus shall be designed as a zero discharge campus
- Preparation of 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 and coordinating them with architecture and structural drawings/systems
- All The designs shall be as per latest Indian Standards, Local bye-laws and Statutory norms.
- The services shall include but not be limited to following major components:
  - Water Supply System including separate system for recycled water
  - Sewerage System
  - Storm water drainage System including rain water harvesting system(s). campus should be designed as a zero discharge campus
  - Other site development works such as garden irrigation system etc.
  - Specialized water supply, drainage of various labs & animal house.
  - ETP/STP/WTP
  - Soft water supply system
- Specify the type / system for hot water supply to showers, kitchen and other areas (use of solar water heater shall be incorporated in the design)
- Designs& drawings for STP, Water Treatment Plant, ETP shall be based on latest accepted technology
- Service shall include Designing and preparing SLD/working drawings of internal and external water supply system including suitable location for Underground tanks, Overhead tank, Water treatment plants, Softener plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated wastewater, Design of hot water supply system consisting of centralized/ Localized hot water supply system (Solar/Boiler/Geyser etc.), Design of RO/ Soft water supply system
- Designing and preparing working drawings for internal and external Sewer/waste disposal systems including revision if any as per requirement of local authority, resubmission and approval.
- Designing and preparing working drawings for storm water drainage disposal and storage of rainwater, roof drainage system, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.
- Design and prepare working drawings for rain water harvesting system.

#### **8.6.7 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 including revision if any as per requirement of local authority , resubmission and approval. .

- Size all equipment required and prepares detailed specifications and bill of quantities.
- Assist in obtaining necessary license/permissions from the statutory/local fire authority/bodies etc. as required

#### **8.6.8 LAB WASTE MANAGEMENT SYSTEM**

- Understanding HSCC's requirement for Labs & Animal House & preparing the scheme accordingly
- The design will be such as to ensure that there is no threat of any infection due to failure of the waste management system.
- Sufficient safeguards shall be inbuilt in the design
- The work shall including but not be limited to preparation of design, specifications, bill of quantities for lab/ Animal House Waste Management System in line with the latest guidelines of CPSEA / MCI / CPCB & Ministry of Environment & Forest, Government of India notification or any other specific applicable standards for labs/ CPWD & Animal House and CDC / WHO in case of BSL – 2,3 & 4 labs.
- Assisting in obtaining clearances from the statutory bodies

#### **8.6.9 ROADS & PATHS AND OTHER SITE DEVELOPMENT WORKS**

- Design and prepare working drawings (longitudinal sections/cross section) for roads/ footpaths/ parking areas etc. including making any revision, if any is required as per requirement of local authority, resubmission for approval.
- Designing of parking lots for different categories of vehicles
- Designing traffic flows in such a manner that there is little or no conflict and the healthcare and other areas have segregated yet integrated access and egress facility
- Design and prepare working drawings of irrigation system for horticulture.
- Design and prepare working drawings for water bodies and other similar facilities.
- Design and prepare working drawings for recreational facilities like swimming pool etc., sports facilities for students, staff & families residing in the campus
- Prepare specifications and bill of quantities, tender documents for the above services

#### **8.6.10 QUANTITY SURVEYING SERVICES**

- The Design Consultant shall provide all the work and duties in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work.
- HSCC may ask for an Initial Cost planning for the project based on CPWD Plinth Area Rates, or any other method which can project an accurate assessment of likely project cost, including the cost of associated engineering services, site development, landscaping, furniture and equipment; cash flow requirements for design cost, construction cost, and cost in use etc.
- The services to be provided by the Design Consultant shall comprise of, but not be limited to the following:
  - Cost estimating including generating complete bill of quantities, take off sheets etc. Estimate shall be based on standard schedule of rates for items available in same and on standard engineering nomenclature in sufficient detail so as to ensure that there is no

ambiguity and bidders are able to assess the nature of work/deliverables and are able to quote without difficulty.

- Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run in project cost and to take appropriate measures to ensure that project gets completed within approved costs.
- Preparation of complete Technical specifications, detailed Bill of Quantities, etc. and submit the same to the Executing Agency for Approval along with the detailed take-off sheets/calculations for the estimated quantities.
- Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.

## 8.7 GENERAL:

- Notwithstanding anything mentioned above all the designs shall conform to the best practices and shall take into account likely future developments/additions.
- Design shall facilitate possible phased functional operationalization as decided by HSCC.
- All architectural and engineering designs shall conform to best prevailing practices
- HSCC may, at its discretion, get the designs proof checked from any reputed engineering institution/independent consultant and the designs shall have to be amended modified as per recommendations of the proof consultant
- The designs shall not only be correct and safe but shall also be economical and shall represent the most efficient system befitting the stature of the project. Certificate of Technically sound & Economical design to be given.
- Attending site meeting, coordination meetings and any other meetings as and when required within overall limits as detailed in RFP document.
- Design Consultant should assist HSCC in replying queries from audit/internal control departments and other technical committees/statutory authorities
  - Design Consultant shall also provide assistance to HSCC /its representative / contractors in the following –
    - Getting the electrical load sanctioned and electrical connection to be done at the site
    - Other statutory approval like explosive approval for HSD storage etc
    - Approval from electrical inspector
    - Lift license
    - Any other approval/license required for proper working of the hospital