

**Ministry of Health & Family Welfare  
(Government of India)**

**REQUEST FOR PROPOSAL**

**FOR**

**PROVIDING COMPREHENSIVE ARCHITECTURAL & ENGINEERING  
CONSULTANCY SERVICES**

**FOR**

**DEVELOPMENT OF EXISTING REGIONAL INSTITUTE OF PARAMEDICAL AND  
NURSING SCIENCES AS REGIONAL INSTITUTE OF ALLIED HEALTH SCIENCES**

**AT**

**AIZWAL, MIZORAM**



**JANUARY, 2013**

**HLL LIFECARE LIMITED**

**B – 14A, SECTOR – 62,**

**NOIDA – 201307, U.P.**

**TEL- 0120-4071500,**

**FAX -0120-4071627**

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# NIT

## **NOTICE INVITING BID**

BID NO.: HLL/IDN/RIPANS-RIAHS/2013/03

**HLL LIFECARE LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**

Sealed Bids are invited from eligible Empanelled Architects/ Firms of HLL Lifecare Limited for Providing Comprehensive Architectural & Engineering Consultancy Services for “Development of existing Regional Institute of Paramedical and Nursing Sciences (RIPANS) as Regional Institute of Allied Health Sciences(RIAHS) at Aizwal,Mizoram”.Request for Proposal, containing eligibility criteria and other details,is available at our website [www.lifecarehll.com](http://www.lifecarehll.com) and the Central Public Procurement Portal <http://eprocure.gov.in/cppp/>. The last date of receipt of bids is 18.01.2013. Prospective bidders are advised to regularly browse the website for Corrigendum/ Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

**AVP(ID-North)**  
HLL Lifecare Ltd.

## DISCLAIMER

HLL Lifecare Limited (HLL) has prepared this document in consultation with Regional Institute of Paramedical and Nursing Sciences (RIPANS) (an Autonomous Institution under Ministry of Health and Family Welfare (MoH&FW) to provide bidders, the background / information for **“Development of existing Regional Institute of Paramedical and Nursing Sciences (RIPANS) as Regional Institute of Allied Health Sciences (RIAHS) at Aizwal, Mizoram”** hereinafter referred to as “Project”. Information is also provided to bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

This document is neither an agreement nor is an offer or invitation to any party. The purpose of this document is to provide interested parties with information to assist them in formulation of bid. The information is general in nature and not intended to be exhaustive. Bidders are required to make their own inquiries and they shall be deemed to have done so and not to have relied merely and solely on the information provided in this document.

The information provided in the document is not binding on RIPANS/MoH&FW/HLL, or any of their authorities or agencies or any of their officers, employees, agents or advisors.

RIPANS/MoH&FW/HLL reserve their right to not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied in Planning/execution. They also reserve their right to decline to discuss the project further with any party submitting the tender.

No reimbursement of any kind will be paid to persons or entities submitting their Tenders/ Bids.

## DEFINITIONS

- i) **“Application”** shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HLL Lifecare Limited (A Government of India Enterprise)
- ii) **“Consultancy Fee”** shall mean the fixed fee to be paid as per schedule of payments by the HLL/Client to the Consultant. Pro-rata deduction shall be affected from the “Consultancy Fee” for components of the works for which apart from preliminary cost estimation, comprehensive consultancy services are not provided by the consultant or demanded by the client, on the basis of preliminary estimated cost of such component works”.
- iii) **“Bid”/“Tender”** shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- iv) **“Bidder (s)”/ “Tenderer(s)”** shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- v) **“Earnest Money Deposit (EMD)”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 1.1 of Section I.
- vi) **“Bid Validity”** shall mean the period for which the Bids shall remain valid as per clause 2.13 of ITB.
- vii) **“Client”** means **Regional Institute of Paramedical and Nursing Sciences** (An Autonomous Institution under MoH&FW) Aizwal, Mizoram, its authorized agencies and assignees.
- viii) **“Client's Requirements”** means the document named Client's Requirements, contained in the Section V of Bid Document.
- ix) **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HLL for the execution of the Project.
- x) **“Consultant”** shall have the same meaning as Successful Bidder/Contractor and with whom the Contract Agreement has been signed.
- xi) **“DPR”** means Detailed Project Report to be prepared for the Project and shall include but not limited to Architectural Concept drawings, Preliminary drawing; municipal approval drawings, detailed working Architectural, Structural, Services Drawings; Preliminary Estimates, Detailed cost Estimates Sub-Work/Sub-Head Wise as per Latest CPWD Delhi Schedule of Rates duly supported with details of measurements, rate analysis of non-scheduled items with quotations; Master plan; Development Plans; Landscape drawings, Horticulture Development plans. The drawings and designs shall be compliant to BIS Specifications and good manufacturing practices, relevant CPWD Specifications for building and building services etc.
- xii) **“Evaluation Committee”** shall mean the committee constituted by HLL/RIPANS/MoH&FW for the evaluation of the bids.

- xiii) **“HLL”** shall mean HLL Lifecare Limited, who has been appointed by RIPANS as Project consultant for Development of RIPANS as Regional Institute of Allied Health Sciences.
- xiv) **“Implementation Agency”** shall mean the firm(s) selected for the development of RIPANS as RIAHS for which the comprehensive Architectural & Engineering consultancy Services is provided under this Project by the successful consultant.
- xv) **“LOA”** Letter of Award shall mean the letter issued by the HLL to the Successful Bidder inviting him to sign the Contract Agreement
- xvi) **“MoH&FW”** shall mean Ministry of Health and Family Welfare, Government of India.
- xvii) **“Security Deposit”** shall mean the amount to be collected by deductions from the due payments of Successful Bidder and held with the client as per clause 1A of section III GCC.
- xviii) **“Project”** shall mean providing Comprehensive Architectural & Engineering Consultancy Services for preparing Design, DPR and Tender Documents for **“Development of existing Regional Institute of Paramedical and Nursing Sciences (RIPANS) as Regional Institute of Allied Health Sciences (RIAHS) at Aizwal, Mizoram”** for which this RFP has been issued.
- xix) **“Site”** shall mean the place where the location of the RIAHS 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
- xx) **“Start of Work”** shall mean the date of commencement of works by the Consultant as defined in clause 1.2 of Notice Inviting Bid.
- xxi) **“Successful Bidder”** shall mean the Bidder declared successful Bidder as per Clause 2.12.1.1 of section IIITB and who has been invited by HLL on behalf of RIPANS to sign the Contract Agreement.



# Section- I

## NOTICE INVITING BID (NIB)

### 1. Brief description of the project:

Ministry of Health and Family Welfare proposes for **Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS) to Regional Institutes of Allied Health Sciences (RIAHS) at Aizwal, Mizoram**. The proposed project is required to be designed to comply with the latest Indian and International Standards and to earn minimum “3 STAR” rating as per GRIHA (Green Rating for Integrated Habitat Assessment) Rating System. The scope of work includes providing comprehensive architectural and engineering consultancy services for entire building works including associated infrastructure/ developmental works and services as per requirements.

**1.1** HLL Lifecare Limited invites bid(s) for the project for providing comprehensive Architectural & Engineering Services from eligible empanelled Architects / Firms of HLL for the under mentioned work:

**Table - I**

Sl. No.	Name of the Work	Approximate Estimated Cost	EMD	Period of Completion		Cost of Bid Document
				Planning	Bid Processing and Construction Period	
1	Development of Regional Institute of Paramedical & Nursing Sciences to Regional Institutes of Allied Health Sciences at Aizwal, Mizoram.	Rs.200Cr.	Rs. 4 Lakhs	6 MONTHS	24 MONTHS	Rs. 2000/-

### 1.2 Bid Activity Schedule :

<b>1</b>	<b>Date of NIT</b>	<b>05.01.2013</b>
<b>2</b>	<b>Last Date for issue of Bid Document</b>	<b>14.01.2013</b>
<b>3</b>	<b>Last date for seeking clarification on Bid document</b>	<b>15.01.2013</b>
<b>4</b>	<b>Last date &amp; time of submission of Tender</b>	<b>18.01.2013 at 3 p.m.</b>
<b>5</b>	<b>Date &amp; Time of opening of Bid</b>	<b>18.01.2013 at 3:30 p.m.</b>
<b>6</b>	<b>Date of submission of Bank Guarantee Performance Security</b>	Within 10 days from the date of issue of LOA.
<b>7</b>	<b>Date of signing of contract agreement</b>	15 days from the date of issue of LOA
<b>8</b>	<b>Date of Commencement of Work</b>	15 days from the date of LOA

- 1.3 Eligibility criterion:** The empanelled Architects/Firms of HLL in appropriate category shall be allowed to participate and awarded at the most work of two sites of NIAHS/RIAHS, including the consultancy work awarded against the last call of bids vide our NIT No. HLL/IDN/NIAHS-RIAHS/2012/01 & 02 respectively. The empanelled architects /Firm who have already won award of two work sites of NIAHS and RIAHS are not eligible to bid for the work.
- 1.4 Award Criteria:** The bidder whose bid is “**lowest price bid**” as described hereafter in clause 2.12 and sub clauses thereof shall be, subject to following provisions, awarded the contract.
- (a) Eligible bidders can quote for the work mentioned in the “**Table I**” above.
- (b) Any successful bidder can be awarded at the most two works, including the works already awarded to him/them against the NIT No. HLL/IDN/NIAHS-RIAHS/2012/01 & HLL/IDN/NIAHS-RIAHS/2012/02.

**1.5 Tender Documents:**

**Bid document for work consists of:**

**Part I: Technical Bid**

- Section I: Notice Inviting Bid**  
**Section II: Instructions to Bidders (Including Annexure**  
**Section III: General Conditions of Contract (GCC)**  
**Section IV: Terms of Reference,**  
**Section V : Client Requirements**

**Part II: Financial Bid**

**Section VI : Price Bid**

**Amendments/Clarifications:**

**All Amendments/Corrigendum and clarifications issued, if any, before the last date of receipt and opening of the bids.**

**1.6 Preparation of Bid:** The bid for each work shall comprise of TWO PARTS –

- (a) **Technical Bid (Part I):** EMD, Tender process fee and Copy of the Empanelment Memorandum in respect of the applicant Architect/Firm issued by HLL Lifecare Limited, Present liability of the bidder/Tenderer by way of Architectural consultancy works in hand i.e. brief details regarding Nature of work, location, Department, Name, designation, phone number and address of the project-in-charge, cost of work, likely date of completion, per month financial liability, and other relevant information, and the RFP document shall form Part I of the Bid.
- (b) **Financial Bid (Part II):** Price quoted by the bidder in form C shall form Part II of the Bid.



## 1.7 Points to be noted :

### Signing of Bid:

1.7.1 The authorized signatory of the Tenderer shall sign each page of the tender.

1.7.2 In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized.

1.7.3 Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HLL.

## 1.8 Responsiveness of Bid :

A bid shall be declared non- responsive if:-

- (i) It is not submitted in sealed envelope in the prescribed manner.
- (ii) It is not accompanied by envelope containing
  - (a) Bid Cost in case of downloaded documents
  - (b) EMD
  - (c) Copy of empanelment memorandum issued by HLL
  - (d) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.

1.9 The successful bidder shall be required to execute a Contract Agreement within fifteen days of issue of Letter of Award, failing which the Earnest Money shall be forfeited and the offer treated as withdrawn.

- (i) The Terms of Reference and Conditions of Contract (Bid Document) can also be downloaded from HLL website [www.lifecarehll.com](http://www.lifecarehll.com) /CPP Portal. The offer must be delivered in separate sealed cover for each work to the address mentioned below on or before **15.00 hrs of 18.01.2013**.
- (ii) The Offers must be delivered to the address below on or before **15.00 hrs of 18.01.2013**. The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Technical bid are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD for the bid and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly superscribed **“Offer for Providing Comprehensive Architectural & Engineering Consultancy Services for Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS) to Regional Institutes of Allied Health Sciences (RIAHS) at Aizwal, Mizoram.”** One additional set of all these documents, comprising their photocopies shall be submitted in the same manner as original Bids in a separate envelope marked Photocopies super scribed with **“Offer for Providing Architectural & Engineering Consultancy Services for Development of Regional Institute of Paramedical & Nursing Sciences (RIPANS) to Regional Institutes of Allied Health Sciences (RIAHS) at Aizwal, Mizoram.”**

(iii) HLL, 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 the HLL for rejection of his/their bid.

**1.10** The Financial bids submitted without **EMD** in the form of a Bank Draft for an amount indicated in Table I **OR** Bank Guarantee of equivalent amount from a Schedule Commercial Bank in India acceptable to the Client in favour of HLL Lifecare Limited, payable at New Delhi and cost of Bid document (for downloaded Bid document) or money receipt for purchased bid document shall be treated non-responsive and shall not be opened. The format of the Bank Guarantee shall be as per Form-E annexed to Sec-II, ITB. The said Bank guarantee shall be irrevocable and operative for a period not less than 90 days beyond the validity of the Bid (i.e. 180 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof).

**1.11 Tender Evaluation:**

The Technical Bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The Price Bids of eligible firm(s) whose bids are declared responsive shall only be opened. HLL reserves the right to reject any or all of the offers without assigning any reason.

**1.12** Further information if any, may be obtained from the address and telephone no. given below:

**AVP(ID -North)**  
**HLL Lifecare Limited**  
B- 14- A Sector-62,  
Noida-201307 (U.P.)  
Tel. No. 0120- 4071500  
FAX 0120-4071627

## Section- II

### **INSTRUCTION TO BIDDERS (ITB)**

#### **1 Brief Description of Project:**

**Ministry of Health and Family Welfare proposes for Development of Regional Institute of Paramedical & Nursing Sciences to Regional Institutes of Allied Health Sciences (RIAHS) at Aizawl Mizoram.** The proposed project is required to be designed to comply with the latest Indian and International Standards and to earn minimum “3 STAR” rating as per GRIHA (Green Rating for Integrated Habitat Assessment) Rating System. The scope of work includes providing comprehensive architectural and engineering consultancy services for entire building works including associated infrastructure/ developmental works and services as per requirements

#### **2.1 SITE INFORMATION :**

Proposed site is located within the premises of the existing Regional Institute of Paramedical & Nursing Sciences (RIPANS), Aizawl, Mizoram. The total area of RIPANS is approx. 17 acres. The scope of work includes providing comprehensive architectural and engineering consultancy services for “Development of Regional Institute of Paramedical & Nursing Sciences to Regional Institutes of Allied Health Sciences at Aizawl, Mizoram”.

#### **2.2 GENERAL SCOPE OF WORK:**

The scope of work of the Consultant under this Contract shall include but not be limited to providing comprehensive Architectural and Engineering Consultancy Services for the project, keeping in sight such planning aspects in Master Layout Plan that allow for possible future modular/general expansion of the proposed complex of the concerned project and accommodate harmoniously the existing essential buildings. ***The setting up of the Project shall be taken up in phases.***

#### **2.3 SCOPE OF SERVICES:** The scope of services of the Consultant under this Contract shall include but not be limited to the followings:

- 2.3.1.1** The consultant shall study and analyse the existing buildings and services including other infrastructure facilities etc. as per requirements and shall plan and design the existing RIPANS to RIAHS along with 100 Bedded Hospital. The description, given hereafter in client’s requirements is schematic and may require inclusion of mandatory services, circulation areas and related building features as per local bye laws. The consultants shall provide services from the concept design development stage to the completion of the buildings including obtaining NOC from local civic authorities, securing sanctions of building plans & designs and securing completion and occupancy certificates from Statutory Bodies.

**2.3.1.2** Special attention shall have to be given to the detailing including flow of traffic to ensure infection control at all points in Hospital & RIAHS Complex and to satisfy all applicable environment and regulatory requirements, including green building development concepts and securing of mandatory *GRIHA minimum Three Star Ratings* so as to ensure that the building complex meets the contemporary requirements and those presently proposed to be enforced by GOI in the near future.

## **2.4 ELIGIBILITY CRITERIA.**

The Empanelled Architects/Firms of HLL in appropriate category shall be allowed to participate and awarded at the most work of two sites of NIAHS/RIAHS, including the consultancy work awarded against the last call of bids vide our NIT No. HLL/IDN/NIAHS-RIAHS/2012/01 & 02 respectively. *The empanelled architects /Firms who have already been awarded two work sites of NIAHS and RIAHS are not eligible to bid for the work.*

## **2.5 EARNEST MONEY DEPOSIT:**

**2.5.1** The Bidder shall furnish Earnest money deposit of an amount as mentioned in Clause 1.1 of Notice Inviting Bids.

**2.5.2** The Earnest Money will be in the form of Demand Draft in favor of HLL Lifecare Limited payable at New Delhi or a Bank Guarantee from a Scheduled Commercial bank in India acceptable to the Client. The format of the Bank Guarantee shall be as per Form-B provided in this Bid Document. The said Bank guarantee shall be irrevocable and operative for a period not less than 90 days beyond the validity of the Bid (i.e. 180 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Earnest Money Deposited shall be endorsed/pledged in favor of HLL Lifecare Limited, and shall be submitted in a separate envelope super scribed "Earnest Money for Comprehensive Architectural & Engineering Consultancy Services for Development of RIPANS to RIAHS at Aizwal, Mizoram".

## **2.6 PRE-BID CONFERENCE: Not applicable**

## **2.7 Amendments to Bid Documents:**

**2.7.1** At any time prior to the deadline for the submission of Bids, HLL may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid Document by an amendment notice. Such amendments and clarifications shall form part of the RFP.

**2.7.2** The said amendment in the form of an addendum/ corrigendum will be sent to all prospective eligible Bidders including those who have received the Bid Document. This communication will be in writing or by Fax and the same shall be binding upon all Bidders. Prospective Bidders should promptly acknowledge receipt thereof by Tele-fax to the HLL. The addendum/ corrigendum will also be available on the website of HLL ([www.lifecarehll.com/ CPPPortal](http://www.lifecarehll.com/ CPPPortal) )

**2.7.3** In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HLL may, at its discretion, extend the deadline for the submission of Bids.

## 2.8 SUBMITTAL OF BID BY BIDDER(S):

The intending Consultants shall submit their Offer in two parts, the Technical Bid and the Financial Bid .Two sets of each Bid along with all documents forming part of the Bids (original and a copy) should be submitted including corrigendum/ addendum etc. Every page/ copy forming part of Bids should be duly signed by the bidders / tenderers or their authorized representative.

### 2.8.1 TECHNICAL BID

The Technical Bid, clearly labeled as “**TECHNICAL BID**”, shall consist of following information /details for eligibility criteria of bidders.

- a. Check list of submitted documents in Technical Bid.
- b. Covering letter for the Bid in Form A.
- c. Cost of tender document including Tender Processing Fee in the form of Demand Draft for Rs 2000/- drawn in favour of “HLL Lifecare Ltd.” Payable at New Delhi, if bid documents have been downloaded from website or money receipt, in case of purchased bid documents from HLL. In case of failure to do so the bids will be rejected.
- d. Earnest Money Deposit in the form of a Demand Draft for amount for required works mentioned in Table I, clause 1.1, drawn in favour of “HLL Lifecare Ltd.” Payable at New Delhi, or Bank Guarantee for equivalent amount from schedule commercial bank in the prescribed form of validity period of 180 days in a separate sealed envelope duly marked “Earnest Money Deposit”.
- e. Notarized Copy of Power of Attorney in the prescribed format on non- judicial stamp papers (in favour of the Authorized Signatory of the Bidder) to sign and submit the Bid,

### 2.8.2 IN ADDITION TO ABOVE, FOLLOWING INFORMATION SHALL ALSO BE FURNISHED IN TECHNICAL BID:

An organization chart giving detail of key staff members (identified by name)who would handle the project on behalf of the Firm/Co./Associates, their assigned job, duration of their association with the firm, their professional experience of similar job with reference to the proposed assignment. The key staff should be regular members of the firm for at least past six months (CV format in Form T-IV to be filled).

## **2.9 FINANCIAL BID:**

- 2.9.1** The financial bid, clearly labeled as “FINANCIAL BID” will contain the “Financial Offer as per Form C”.
- 2.9.2** The financial proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form C. The final prices shall be entered in the Form of Tender in figures as well as in words. These prices should include all costs associated with the consultancy job as per terms and condition referred above. In case of any discrepancy between the figure(s) and words, the amount given in words shall be taken as concerned.

**NOTE: Bidder/Tenderer should sign all documents submitted by them in self-attestation.**

## **2.10 DISCREPANCY BETWEEN DOWNLOADED BID DOCUMENT SUBMITTED BY TENDERER AND HARD COPY AVAILABLE WITH HLL:**

Tenderers are advised not to make any changes in the downloaded Bid documents. In case any discrepancy is noticed between the documents as uploaded up to the time of submission of the bid online including amendments /corrigendum, if any, and hard copies as submitted physically in the office to AVP (ID -North) HLL Lifecare Limited, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

## **2.11 VALIDITY OF THE TECHNICAL / FINANCIAL BIDS.**

- 2.11.1** The bids shall be valid for a period of 90 days from the date of opening of Technical bids.
- 2.11.2** Extension of Bid Validity:
- 2.11.3** Prior to the expiry of the original Bid Validity Period, HLL may request Bidders to extend the Bid Validity Period for a specified additional period.

## **2.12 AWARD OF CONTRACT**

### **2.12.1 AWARD CRITERIA**

- 2.12.1.1** Subject to meeting the Eligibility Criteria stipulated in clause 1.4 of Section -I above, HLL will award, the Contract to the Bidder / Tenderer / Consultant, whose technical bid is found responsive, complete and in accordance with the Bid documents, and whose financial bid on evaluation is found lowest.
- 2.12.1.2** In case the financial bid of one or more bidders / tenderers is found equal then all such bidder shall be asked to submit sealed revised offer in the form of letter mentioning revised fee but the revised feeso quoted should not be higher than the fee quoted at the time of submission of original tender. The lowest tender shall be decided on the basis of revised offer. In case any such bidder refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50 % of earnest money shall be forfeited.

- 2.12.1.3** If the revised fee of two or more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in the presence of the Vice President (ID) HLL and concerned bidders who have quoted equal fee.

**2.13 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:**

Notwithstanding provisions of Clause 2.12, HLL reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder. HLL has no obligation to inform the affected Bidder or Bidders of the grounds for rejection of bids.

**2.14 NOTIFICATION OF AWARD:**

- 2.14.1** Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HLL will notify the successful Bidder by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted. This letter (hereinafter called '**The Letter of Award**') shall mention the accepted fee for the work (hereinafter called '**The Contract Price**'). The Letter of Award will be sent to the successful bidder. No correspondence will be entertained by HLL from the unsuccessful Bidders.

- 2.14.2** The Letter of Award shall constitute a part of the contract.

**2.15 PERFORMANCE SECURITY:**

The successful Bidder shall furnish to HLL a security in the form of a **Bank Guarantee @ of 5% of the contract price** from a Scheduled Commercial bank based in India in the Format given in Form-B, provided in Section II. The Performance Security shall be furnished within the time limit specified in Sub-clause 1.2.

Failure of the successful Bidder to submit the required Performance Security by due date as per Para 1.2 above shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD.

**2.16 SIGNING OF AGREEMENT:**

HLL shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms of agreement between HLL and successful parties. Bidder will be required to execute the Contract agreement within 15 days from the date of issue of the Letter of Award the successful. The performance guarantee should be submitted immediately after issue of letter of award but not later than 10 days of issue of letter of award. One copy of the Agreement duly signed by HLL and the Consultant through their authorized signatories will be supplied by HLL to the Consultant.

## 2.17 BREAK UP OF FEE IN THE EVENT OF EXCLUSIONS AND /OR ABANDONMENT AND/OR CURTAILMENT OF SERVICES

The breakup of fee which shall be used to work out payable fee in the event of exclusion of any component of service on account of un-satisfactory performance by the DPR consultant and/or abandonment of the work and/or curtailment of services for any administrative/force majeure reason shall be as hereunder.

Sl. No	Name of the Activities	Break up of fee
1	Service for Architectural Design, Drawings & Approval thereof from client as well as civic authorities and obtaining approvals from GRIHA	25%
2	Providing Structural Design, Drawings including obtaining approval & their proof checking from expert structural consultant designated by client/HLL	10%
3	Design & Drawings Services for HVAC/AC works	10%
4	Design & Drawings Services for Electrical works	4%
5	Design & Drawing Services for Sewerage, Water supply scheme.	4%
6	Design & Drawing Services for STP and ETP	4%
7	Design & Drawings Services for Electric Sub Station	8%
8	Design & Drawings Services for Lift	4%
9	External Development, Landscape, Roads, Paths, Culverts, Design & Drawings	8%
10	Fire Fighting & Fire Alarm Design & Drawings	8%
11	BMS	4%
12	Access Control	4%
13	Miscellaneous services viz. soil Investigation & soil report, site survey & surveyed site plan, scrutiny & approval of as built drawings, obtaining occupancy certificate, liaison with Civic Authorities, liaison & coordination with expert appointed/nominated by HLL, etc., for proof checking & getting design & drawing proof checked.	7%

**NOTE:** The services listed for above mentioned activities shall include providing detailed specifications, detail of measurements and cost estimate based on CPWD Schedule of Rates/Market Rates for non-schedule items of work and obtaining approvals from GRIHA.



**CHECKLIST****CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID****PART 1-TECHNICAL PACKAGE**

<b>S. No</b>	<b>Name of Document</b>	<b>No. of sets to be submitted</b>
1.	Form of Bid and Appendix thereof ( <b>Form A</b> )	ORIGINAL
2	Bid Security i.e. Performa BG, ( <b>Form E</b> ) in separate sealed envelope	(ORIGINAL & A COPY)
3.	BID documents, duly signed.	(ORIGINAL & A COPY)
4.	Copy of Memorandum of Empanelment in HLL	COPY
5	Form “T-III” (Projects under execution)	Original & a Copy
6	Form “T-IV” (Key Personnel proposed & CV’s of Key Personnel)	Original & a Copy

**PART-II FINANCIAL PACKAGE:**

1.	Financial Bid in separate sealed cover ( <b>Form C</b> )	Original & a Copy
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**NOTE:** ORIGINAL BID AND DUPLICATE COPY OF THE BID SHALL BE SUBMITTED IN SEPARATE ENVELOPES, CONSPICUOUSLY MARKED ORIGINAL AND DUPLICATE.

**FORM A**  
**PAGE 1 OF 2**

**FORM OF BID**

To,

**AVP (ID -North)**  
**HLL Lifecare Limited**  
**B-14A, SECTOR-62**  
**NOIDA – 201307(U.P)**

1. Having visited the Site and examined the Terms of Reference and the terms of the Comprehensive Architectural & Engineering Consultancy Services Contract attached thereto and the NIT for Providing Comprehensive Architectural Services for “Development of \_\_\_\_\_ (Name of the work.). I / We the undersigned offer to provide comprehensive Architectural & Engineering Consultancy Services in conformity with the Terms of Reference and the terms of the Architectural Consultancy Contract attached thereto.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within **the Time Schedules mentioned therein** from the date of issue of the Letter of Award.
3. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security in Form B for the due performance of the Contract @ 5% of the finally accepted **contract price** (based on the quoted/negotiated percentage fee in the financial bid).
4. I / We have independently considered the amount shown in Consultancy Contract, appended to the General Conditions of the Contract, as Clause II of the Architectural liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
5. I / We agree to abide by this Offer for a minimum period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.

6. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / 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 offer price does not include any such amount. I / We acknowledge the right of RIPANS/MOH&FW / HLL that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
7. I / We understand that HLL are not bound to accept the lowest or any offer received.
8. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2013

Signature .....

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

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

Address .....

Witness – Signature .....

Name .....

Address .....

Occupation .....

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

**FORM- B****FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. This deed of irrevocable Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and HLL Lifecare Limited (hereinafter called "HLL") of the other part.
2. Whereas HLL Lifecare Limited has awarded the work of "Providing comprehensive Architectural & Engineering Consultancy Services including preparation of the DPR, BOQ and tender documents for Development of \_\_\_\_\_ (Name of the work) to \_\_\_\_\_ (hereinafter called the Consultant). (Name of the Consultant)
3. AND WHEREAS the Consultant is bound by the said Contract to submit to HLL a Performance Security for a total amount of Equivalent to 5% of the contract award amount..
4. Now we, \_\_\_\_\_ the undersigned (the authorized signatory 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 HLL the full amount of 5% of the contract amount) as stated above.
5. After the Consultant has signed the aforementioned Contract with HLL, the Bank is obliged to pay HLL, any amount up to and inclusive of the aforementioned full amount upon written order from HLL to indemnify HLL for any liability of damage resulting from any defects or shortcomings of the 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 HLL immediately on demand without delay without reference to the 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 Consultant. The Bank shall pay to HLL any money so demanded notwithstanding any dispute/disputes raised by the 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.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 36 months).
7. At any time during the period in which this Guarantee is still valid, if HLL agrees to grant a time extension to the Consultant or if the 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 HLL and at the cost of the Consultant.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.
9. The neglect or forbearance of HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "HLL", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.
11. This guarantee shall be valid up to ..... unless extended on demand by the HLL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In witness whereof, I/We, the authorized signatories of the Bank have signed and sealed this guarantee on the ----- day of -----.

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- E****Format for EMD (Bid security)**

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 pay, HLL Lifecare Limited, Noida, in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made to the said HLL, 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 Architectural & Engineering Consultancy Services for “Development of -----”(name of the work)

And whereas the bidder is required to furnish an irrevocable 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.

We further agree as follows:

That client 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 client and the bidder.

That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.

That any account settled between client and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

That this guarantee commences from the date hereof and shall remain in force till \_\_\_\_\_ (date to be filled up)

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.

The conditions of this obligation are:

If the bidder withdraws his bid during the period of bid validity, or

If the bidder does not accept the correction of his bid price as corrected by the evaluation committee

If the bidder having been notified of the acceptance of his bid by client during the period of bid validity:

Fails or refuses to furnish the required performance security for the amount equal to 5% of the contract price and/ or

- (i) Fails or refuses to enter into a contract within 15 days of issue of letter of award by HLL.
- (ii) We undertake to pay to HLL up to the above amount upon receipt of his first written demand, without client having to substantiate his demand provided that in his demand client 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 'T - III'****PROJECTS UNDER EXECUTION OR AWARDED**

Sl. No	Name of Work/ Project & location	Department or sponsoring Organization	Cost of Work	Date of Commencement As per contract	Stipulated Date of completion	Up to date Percentage Progress of work	Slow Progress, If any, & reasons thereof	Name & address Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

CERTIFIED THAT ABOVE LISTS OF WORKS IS COMPLETE AND NO WORK HAS BEEN LEFT OUT AND THAT THE INFORMATION GIVEN IS CORRECT TO MY KNOWLEDGE AND BELIEF.

SIGNATURE OF THE AUTHORIZED  
SIGNATORY OF THE CONSULTANT

**NOTE:** The bidder shall provide copy of work orders in support of the work(s)/Projects(s) in the form T-III. Submitted work order(s)/supporting documents should explain the nature and scope of concerned work(s).



**FORM T-IV**  
**PAGE 1 OF 2**

**KEY PERSONNEL PROPOSED FOR THE PROJECT**

Sl. No.	Sector	Number of proposed personnel	Education	Proposed Designation	Total Years of Experience	Relevant Experience in years	Details in Annexure on page no.
1.	Project Manager						
2.	Architect						
3.	Structural Engineer						
4.	Electrical Engineer						
5.	HVAC						
6.	PHE						
7.	LV Systems						
8.	Landscape Architect						
9.	Fire Detection & protection Systems						

Note:

- 1) A summary of the qualification and work experience of each key staff, to be attached.
- 2) **CVs** to be submitted for all the proposed personnel in the format provided
- 3) The Project Manager should be a senior architect with a minimum experience of seven years or a MBA degree holder with a degree in the field of architecture/civil engineering.

SIGNATURE OF THE AUTHORIZED  
SIGNATORY OF THE CONSULTANT

**Form T-IV****Page 2 of 2****CVs OF KEY STAFF**

<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>Man- Months budgeted for the task assigned</b>		
<b>Key Qualifications</b>		
<b>Education</b>		
<b>Employment Record</b>		
<b>Name of the Firm</b>	<b>Position Held</b>	<b>Years of Employment</b>

SIGNATURE OF THE AUTHORIZED  
SIGNATORY OF THE CONSULTANT

## **SECTION -III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **CLAUSES OF CONTRACT**

##### **CLAUSE -1**

- (i) The Consultant, whose tender is accepted, will be required to furnish **Performance Guarantee** of 5% (Five Percent) of the tendered amount within the period specified in clause 2.18 of ITB. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/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 Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.
- (iii) The HLL/RIPANS shall not make a claim under the performance guarantee except for amounts to which the HLL/RIPANS is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the HLL/RIPANS may claim the full amount of the Performance Guarantee.
- (b) Failure by the consultant to pay HLL/RIPANS any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by HLL/RIPANS.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the HLL/RIPANS.

##### **CLAUSE- 1A**

The consultant whose tender(s) may be accepted (hereinafter called the Consultant) shall permit HLL/RIPANS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to **Security Deposit** of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by HLL/RIPANS by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit

receipt of any Bank is furnished by the consultant to the HLL/RIPANS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the HLL/RIPANS to make good the deficit.

All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the consultant by HLL/RIPANS on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the consultant shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the HLL/RIPANS, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the consultant at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided, further, that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 5.3 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 5.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the HLL/RIPANS at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A

## **CLAUSE -2 LIQUIDATED DAMAGES**

If the consultant fails to maintain the required progress in terms of clause 5 or to complete the work and obtains completion certificate(s) from statutory authorities on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the HLL/RIPANS on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- (i) Compensation for delay of work @ 1.5 % per month of delay  
To be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the gross consultancy Fee or of the corresponding consultancy Fee of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the HLL/RIPANS. In case, the consultant does not achieve a particular milestone mentioned in clause 5.4 of section-V & sub clauses there under of Section –V or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the consultant. However, if the consultant catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the consultant fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

### **CLAUSE-3**

#### **DETERMINATION AND RESCISSION OF AGREEMENT**

- 3.1 The RIPANS/HLL without any prejudice to their right against the Consultant in respect of any delay by notice in writing, may absolutely determine the contract in any of the following conditions:-
- i) If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
  - ii) If the Consultant commits breach of any of the terms of agreement.
- 3.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the RIPANS/HLL shall have power:
- a) To rescind the agreement and forfeited the EMD and Performance Guarantee submitted by the consultant absolutely.
  - b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages under Clauses 2 herein above.

**CLAUSE 4**

In any case in which any of the powers conferred upon the HLL/RIPANS by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Consultant and the liability of the Consultant for compensation shall remain unaffected.

**CLAUSE 5**

- 5.1** The time allowed for performance of the Works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The performance of the works shall commence from such time period as mentioned in contract. The consultant shall be provided on demand necessary required documents/information and certificates/undertakings by the RIPANS/HLL. If the Consultant commits default in commencing the performance of the work as aforesaid, HLL/RIPANS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
- 5.2** If the work(s) be delayed by:-
- 5.2.1 force majeure, or
  - 5.2.2 serious loss or damage by fire, or
  - 5.2.3 civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - 5.2.4 Any delay in supplying the requisite documents and delay due to any cause beyond the control of the Consultant, or
  - 5.2.5 Any other cause which, in the absolute discretion of the HLL/RIPANS is beyond the Consultants' control. Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the authority as indicated in the contract but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the HLL/RIPANS to proceed with the works.
- 5.3 Extension of Time:** Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in the contract. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4** The Employer after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. (The decision of AVP (ID-North), HLL shall be final and binding). Whenever such extension of time is granted, it would be without prejudice to the rights of RIPANS/HLL to recover the liquidated damages from the consultant. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

**CLAUSE 6****6 PAYMENT OF REMUNERATION:**

6.1 The HLL agrees to pay to the consultant the following fee for the professional services to be rendered by him as hereinabove described in clause 4.3 of Section IV & 5.3.1, 5.3.2, 5.3.3 and 5.3.4 and sub clauses THEREUNDER of Section -V

6.1.1 Total Fees for consultancy as a percentage of the actual construction cost or the approved DPR cost of the project whichever is minimum for civil & allied works including electrical works, HVAC, lifts etc. *(This fee shall be inclusive of all the direct and indirect taxes including Service Tax, Duties / CESS etc. to be paid by the consultant).*

6.1.2 The intermediate payments shall however be made on the basis of estimated cost of component works. The payments made to the consultants shall be subject to deductions as per Indian Tax Laws

6.1.3 The above fees mentioned at clause 6.1.1 shall be deemed to be inclusive of fees payable by the Consultant to his any other sub-consultant and associates, needed to accomplish the job and nothing extra, whatsoever, shall be payable.

6.2 The Consultant shall indicate the name of sub-consultants for various services like structural designs and labs designs with their organization details, qualification and experience of the main personals and shall obtain prior approval of the RIPANS / HLL before their engagement for the consultancy in case bidder becomes first lowest. Such Sub consultant approved by RIPANS / HLL shall be associated from the preliminary drawing stage to the final design work. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify the RIPANS/MoH&FW/HLL for damage or loss caused due to any negligence of sub-consultant(s). The copy of the agreement between sub-consultant and the consultant shall be submitted to the RIPANS /HLL and in case the fees agreed between consultant and sub consultant are not paid to the sub-consultant in time as per agreement between them, the RIPANS / HLL shall have a right to recover the disputed amount payable to the sub-consultant from the consultant's bills and shall keep the disputed amount in deposit till such time the dispute is resolved.

**6.3 PAYMENT SCHEDULE:-**

The fees will be paid in installments as specified Clause 4.4.2 Section IV. On completion of the work of any stage, the consultant shall submit his gross bill to the Project-in-charge in Triplicate. Admissible amounts, as assessed by the Project-in-charge, against invoice raised by the consultant on completion of various stages of the work shall as far as possible be paid within 20th working day after the day of presentation of the invoice by the consultant to the Project-in-charge or his authorized Engineer.

**CLAUSE 7****ADDITIONS AND ALTERATIONS**

(i) The HLL/RIPANS Shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the Consultant shall comply with such request.

- (ii) If the HLL/RIPANS deviates substantially from the original scheme during construction stage which involves for its proper execution, extra services, expenses and substantial labour on the part of the Consultant for making changes and additions to the drawings, specifications or other documents due to rendering of major part or the whole of his work in-fructuous. The Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentage applicable under this agreement and to be determined mutually unless such changes, alterations are due to Consultant's own commission and/or discrepancies including changes required for meeting the requirements of bye laws & BIS codes and specifications for design of buildings and their services and due changes required by consultants of all internal, external utilities and services. The decision of the HLL/RIPANS shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design/planning etc., no amount will be payable.
- (iii) If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Consultant may be required, if so desired by the Employer, to make suitable alternative specifications for certain items of work to bring down the costs so that expenditure do not exceed the Preliminary Estimate by more than 5%. The consultant shall not be paid anything extra for such modification. If the Employer is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- (iv) The Consultant shall not make any deviations, alterations, additions to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of the HLL/RIPANS in writing.

## **CLAUSE 8**

### **SUPPLY OF DRAWINGS AND COPY-RIGHT**

- 8.1 All the estimates, bill of quantities, detailed designs with calculations, and any other details envisaged under this agreement shall be supplied as per requirement. All Architectural drawings and details of services/utilities (internal and external) shall be supplied by the Consultant as per requirements of local bodies and other authorities. MoH&FW/RIPANS/HLL shall be supplied with minimum six sets of such drawings along with one reproducible copy in A-1 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge. The consultant shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates. Four sets of drawings and other details of completion plans shall be supplied to the MoH&FW/RIPANS/HLL.
- 8.2 All these drawings shall become the property of the MoH&FW/RIPANS/HLL and they shall have the right to use the same anywhere else. In that event, the RIPANS/MoH&FW/HLL shall pay royalty to the Consultant on mutually acceptable basis. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the RIPANS/MoH&FW/HLL and/or his authorized representatives.



**CLAUSE 9****GUARANTEE:**

- 9.1. Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by 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.
- 9.2. The Consultant shall be liable to MoHFW/RIPANS/HLL for the performance of services in accordance with the provision of this Agreement and for loss suffered by MoHFW/RIPANS/HLL as a result of default of the Consultant in such performance.
- 9.3. The consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of skill shall be found defective within two years from the date of start of regular use of the portion of the work affected. The MoHFW/RIPANS/HLL shall grant right of access to the consultant, of this portion of the work claimed to be defective for inspection.
- 9.4. The MoHFW/RIPANS/HLL may make good the loss by recovery from the dues of the consultant in case of failure to comply with the above clause.

**CLAUSE 10****GENERAL:**

- 10.1 The consultant shall be fully responsible for the technical soundness of the work including those of specialist engaged, if any. The consultant shall make regular visit to site to observe that the work is carried out generally in accordance with drawings, specifications and his conception. Any deviations, if noticed by the consultant, should be brought to the notice of the Project-in-Charge immediately.
- 10.2 The HLL will have the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer, check estimates and designs.
- 10.3 The appointment of MoHFW/RIPANS/HLL supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/services of the work entrusted to him so as to satisfy BIS and other Design requirements.
- 10.4 The Consultant hereby agrees that the fee to be paid as provided herein (clause 6) will be in full discharge of functions to be performed by him and no claim whatsoever shall be made by him/them against the MoHFW/RIPANS/HLL in respect of any proprietary rights or copy right on his/their part or that of any other party related to plans, models and drawings.
- 10.5 The consultants shall indemnify the MoHFW/RIPANS/HLL against any such claims and for all costs and expenses paid by the MoHFW/RIPANS/HLL in defending themselves against such claims.

- 10.6 The consultant hereby agrees that the MoHFW/RIPANS/HLL shall have the right to take out any of the activities, which in their opinion are not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the consultant.

## **CLAUSE 11**

### **ARBITRATION:**

All disputes or differences whatsoever arising between the parties to this contract shall be settled by arbitration. Claims / counter claims to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by the Chairman cum Managing Director, HLL. The award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

## **CLAUSE 12**

### **Professional Liabilities:**

- 12.1 **Indemnity Insurance:** The consultant is required to indemnify RIPANS/MoH&FW/HLL against losses and damages incurred by the client through the acts of the consultant and shall take out and maintain a Professional Indemnity Insurance Policy, for a sum of equivalent to 25% the approximately estimated cost of the work with a Nationalized Insurance Company or any other recognized Insurance Company by paying a requisite premium.
- 12.2 **Maintenance of Record:** The consultant is required to maintain all records related to the project for a minimum period of 4 years after the issuance of Certificate of Virtual Completion.

## ANNEXURE - I

### SALIENT FEATURES OF CONSULTANCY WORK

#### **1) PRELIMINARY DRAWINGS:**

- a) The site plan shall be in 1:200 scale and remaining drawings like floors and terrace plans, elevations and sections etc. shall be in scale 1:100.
- b) Minimum two sections explaining the scheme shall be prepared. One section through staircase/lift pits and another as general section. Sections needed to indicate any special features shall be in addition to these two sections.
- c) Brief specifications to be followed for preparing preliminary estimates shall be finalized in consultation with the RIPANS/MoH&FW/HLL.

#### **2) WORKING DRAWINGS:**

- a) All floors plans, Terrace plans, elevations and wall sections shall be in Scale 1:50.
- b) Full/half scale for details of doors, windows, grills etc. including their fixing arrangements.
- c) Large scale details of special areas like floor tile patterns, features, reflected ceiling plans shall also be supplied if needed.
- d) Plans, elevations, sections and other details of fixed furniture Scale 1:25.
- e) Internal elevations (if required) shall be supplied.
- f) Landscape plans and details including parking, planters, roads, horticulture, site drainage, sewerage and lighting details and Layout of other underground services are to be provided on approved scale.
- g) Internal and external services drawings like sewerage, water supply and storm water drainage scheme as per Statutory Authorities norms are to be provided on approved scale. Typical fixture arrangement details shall be on Scale 1:25.
- h) In general, Scales of drawings shall confirm to BIS standards IS 10713 (Equivalent Standard ISO 5455 – 1979). The objective is that the scale to be chosen for drawing shall be such a scale so as to clearly depict the complexity of the object & purpose of representation.

#### **3) STRUCTURAL ANALYSIS AND STRUCTURAL DRAWINGS:**

- a. As per preliminary drawings, tentative structural arrangement of the structure shall be decided in consultation with HLL/Client before preparation of working drawings. Due consideration shall be given in deciding expansion joints and seismic consideration as per IS 4326 and other relevant codes.
- b. Analysis and design of the structure on the basis of approved working drawings shall be done on the latest software package of STAAD III or approved equivalent and shall also meet provisions of various latest BIS codes namely IS 456, IS 1893, IS 4326, IS 13920 etc.
- c. Structural drawings showing reinforcement detailing and Bar Bending Schedule shall be prepared as per latest SP: 34(S&T) from BIS and in consultation with HLL/Client. All over riding conditions prescribed by IS 13920 or by any other BIS Code shall be taken into account while preparing the structural drawings.

- d. The consultant shall obtain proof checking of the designs and drawings from IIT/regional engineering college/expert structural engineering institute/consultant nominated by HLL/Client. The fee for proof checking shall be deposited by the consultant who shall be reimbursed on actual basis on submitting the payment receipt. The reimbursement of payment shall be made to the consultant on obtaining completion of proof checking of structural designs and drawings from the approved institute.

**4) PLUMBING/ ELECTRICAL/ FIREFIGHTING/ HVAC DRAWINGS:**

- a) All drawings shall be on scale of 1:50 and should clearly indicate legend Index.
- b) Single line diagrams shall be in variably provided for Electric Circuits, Plumbing, Firefighting and Fire Alarm System along with detailed working drawings.

## **SECTION – IV**

### **TERMS OF REFERENCE**

#### **4.1 Purpose of the Assignment**

Ministry of Health and Family Welfare proposes for “Development of Regional Institute of Paramedical & Nursing Sciences to Regional Institutes of Allied Health Sciences (RIAHS) at Aizawl Mizoram”.

The Consultant(s) shall be associated with the HLL/Client from concept to commissioning stage of the project and shall be responsible for services as mentioned in the scope of work as per clause 5.3 Section V.

#### **4.2 Scope of work**

The Consultant shall provide comprehensive architectural and engineering consultancy services for all the matters of the project and shall be involved through the entire duration of the project till commissioning/handing over and defect liability period thereto. The setting up of the Project shall be taken up in phases. For the purpose of payment of fee of the Consultant the work is divided into following stages:

##### **Phase 1- Pre- Construction Phase:**

###### **Stage I- Preliminary Design stage**

- (i). Site surveys and soil investigation as per requirements.
- (ii). Preparation of Master Plan/layout plan for the site.
- (iii). Development of Building concept design/plans based on functional analysis and workflow analysis including preparation of architectural brief and space programming, design concept, concept for all services etc.
- (iv). The consultant should get the concurrence / approval of RIPANS/MoHFW / HLL for the master plan/layout plan and conceptual drawings before preparation of DPR-1 and submission drawings and preliminary cost estimates.
- (v). Getting approvals / permits of the Statutory / local / Government agencies.
- (vi). Preparing, submitting and obtaining approval DPR-1 including Design basis report, cost estimate of project based on CPWD DPAR 2007/updated CPWD DPAR with applicable Cost Index of the area for scheduled items of work and market rates for non-schedule items of work.

###### **Stage II- Detailed Design Stage**

- (i). Preparation of Detailed Project Report (DPR-2). The consultant shall get the DPR-2 approved by RIPANS/MoH&FW/ HLL.
- (ii). Detailed design engineering including architectural and structural engineering, electrical engineering, HVAC system Water Supply, Sanitary& Plumbing , Drainage, fire detection and protection system, Furniture and equipment layout planning, communication and networking plan, , laboratory designs, waste management systems, signage's, landscaping, interior design, furniture & furnishings, Acoustics etc. as per requirements with Green Building Concepts and meeting all laws, regulations and local and global standards.
- (iii). Detailed project planning and scheduling.

**Stage III- Bidding Stage**

- (i). Preparation of tender document(s) (EOI & RFP documents) for selection of an Implementing Agency for Development of RIPANS as RIAHS as per HLL/clients' requirements.
- (ii). Providing assistance to RIPANS/ HLL in the evaluation of the tenders, if required, to finalize the selection of Contractors(s).

**Phase 2- Construction & Post Construction Phase:****Stage IV- Construction Stage**

- (i). Initiate activities that will be necessary in the performance of the services in accordance with the Master Planning /Detailed Planning and changes if any
- (ii). Revision of drawings, if required, during execution stage due to site conditions or other unforeseen factors as desired by the HLL/Client.
- (iii). Provide adequate professional assistance to RIPANS/HLL as per requirements

**Stage V- Post-Construction Stage**

- i. Obtaining all the required completion certificates/ NOCs from the various local authorities and furnish to RIPANS/HLL the building completion/occupancy certificates.
- ii. Provide adequate professional assistance to RIPANS/HLL as per requirements

*Note:* 1. The selected architectural concept and architectural designs shall become the property of RIPANS/MoHFW including its copyright. RIPANS/MoHFW reserves the right to modify the architectural concept and architectural design for use in any of its projects.

2. Detailed scope of work is given in Section-V (Client Requirements) of this document.

**4.3 Deliverables and Timelines**

The timelines for the project are as follows:

<b>Phase</b>	<b>Stage</b>	<b>Time from the date of Start of Work (months)</b>
<b>Phase 1</b>	Stage 1 to Stage 3	6 (Six)
<b>Phase 2</b>	Stage 4& Stage 5	24 months or until completion of work whichever is later.

The consultant shall deliver the following to the Client:

Sl. No	Deliverable	Time from the date of Start of Work (weeks)
<b>Phase I – Preconstruction</b>		
1	Submission of preliminary concept for consultation with and obtaining approval of the client/Technical committee constituted by the client.	2
2	Submission of Concept Drawings for the Proposed Buildings with elevations and sections and making presentations for obtaining clients comments/suggestion & developing final concept drawings for obtaining approval thereof.	4
3	Submission of Preliminary drawings /design including soil investigation reports and structural arrangements etc. necessary for obtaining Local bodies approval(s), and submission of drawings /details in proper formats to the concerned local bodies for obtaining NOC/sanctions/approval for construction.	8
4	Draft DPR-I with General Specifications, Design basis report for various component sub work/services; Structural Grid Drawing/ Preliminary estimate based on the CPWD Plinth Area Rate applicable on the date of submission of the estimates, duly enhanced by the approved cost Index of the District/Town for obtaining approval of the clients/HLL. Submission of final copies of DPR -1, as approved by the clients.	12
5.	Pursuing & Liaison with various authorities for obtaining approval of municipal drawing there from.	14
6	Submission of DPR-2 comprising of detailed cost estimates based on CPWD Delhi Schedule of Rates, latest version as applicable on the date of submission, duly enhanced by approved Cost Index, in respect of DSR Items and on market rates for Non-DSR items of the work along with market rate analysis and supporting market rate quotation(s); details of measurements, detailed architectural; services & sufficient structural drawings and obtaining the approval thereof and submitting copies of the approved DPR-2 and all related documents.	16
7	Submission of Bill of quantities, tender drawings and draft Bid document for obtaining bids for construction, all in consultation with HLL and obtaining approval thereof, and submitting copies of the approved bid documents .	20
8	Submission of minimum six sets of all detailed & working architectural, services, structural drawings (duly proof checked from agency nominated by HLL) Good for Construction (GFC), after obtaining approval of HLL of the draft drawings (Upto Plinth Level).	23
9	Submission of minimum six sets of all detailed & working architectural, services, structural drawings(duly proof checked from agency nominated by HLL) Good for Construction (GFC), after obtaining approval of HLL of the draft drawings (Above Plinth Level).	26

<b>Phase-2 -Construction and Post Construction</b>		
10	Site visits as per the requirement by the leading architect and the service consultant during progress of the work to ensure the sufficiency of drawings and details issued by consultant for the work and to issue revised/modified /additional drawings/details , as and when required as per site conditions for smooth progress of the work	During the entire construction period including extended period of construction, if any
11	Approval of shop drawings for proprietary/specialized items of work, if any within one week from the date of submission by the construction agency/firm.	During construction period
12	Scrutiny of as built drawings and approval thereof within two weeks from submission	During construction period
13	Obtaining completion/ occupancy certificates from the concerned civic authorities and other statutory bodies including submission of revised plans/details if required.	Four weeks after completion of work

**Drawings shall be prepared on CADD (latest version) and structural design on STAAD (latest version). All approvals shall be given by the Client as per the schedule mentioned above along with soft copy of drawings & details in CD/ Data card.**

#### 4.4 Payment

##### 4.4.1 Fee payable to Consultant

HLL/Client shall pay the Consultant Total Fees for consultancy as a percentage of the actual construction cost or the approved DPR cost of the project whichever is minimum for civil & allied works including electrical works, HVAC, lifts etc. *(This fee shall be inclusive of all the direct and indirect taxes including Service Tax, Duties / CESS etc. to be paid by the consultant).*

The above fee excludes fee for proof checking of structural designs and drawings from the institute as approved by HLL/RIPANS and any other statutory charges incurred by the Consultant on behalf of client for obtaining approvals etc. *The statutory expenses paid to statutory bodies for the Project for obtaining approvals and fee for proof checking of structural designs shall be reimbursed by the Client over and above the Consultancy Fees.* No reimbursement(s) shall be made by the Client until the Consultant has submitted a written claim for the same and has attached sufficient documentary evidence

In case, the Client awards the work (Comprehensive Services for Detailed Project report including architectural and structural designs, working drawings etc. for Setting up Regional Institute of Allied Health Sciences) for repeat use of the design of a technically successful Bidder at any other site, the Client shall pay a sum equivalent to 30% fee of the original work (including all taxes and levies) to the concerned Bidder. The Bidder shall note that this fee would be full and final and no other payment shall be made by the Client in this regard. Further, such a payment shall not bind the Client 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 income tax laws.



#### 4.4.2 Milestones and Payments Terms

##### Phase 1

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage 1	1	Approval of Master Plan and concept drawings (Ref Stage I/Item 1 & 2 under Clause 4.3)	5%	5%
	2	Approval of Preliminary Architectural Design (Ref Stage I/Item 3 under Clause 4.3)	5%	10%
	3	Clearances and Approvals from Statutory bodies and basic working drawings(Ref Stage I/Item 3 & 4 under Clause 4.3)	10%	20%
Stage 2	4	Submission of DPR-I as approved by the client/HLL (Ref Stage I/Item 5 under Clause 4.3)	5%	25%
	5	Preparation and submission DPR-2 comprising of detailed estimates including working Drawings/Detailed service drawings, details of measurements. (Ref Stage I/Item 6 under Clause 4.3 for draft DPR and consultations for approvals)	5%	30%
	6	Submission of complete sets of Final DPR (Ref Stage I/Item 6 under Clause 4.3 for final submissions)	5%	35%
	7	Submission of BID documents for construction work as per clients requirements for approval.(Ref Stage I/Item 7 under Clause 4.3 for draft document)	5%	40%
Stage 3	8	Submission of complete set of GFC drawings & fair sets of tender documents(Ref Stage I/Item 7 under Clause 4.3 for final document)	10%	50%

##### Phase 2

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage-4	1	Pro-rata quarterly payment based on % progress of construction work of building plus other services.	40%	90%
	2	100% completion including all clearances and approvals including occupancy and Green Building Rating certificates.	10%	100%

**Note: 1. All Miscellaneous additional details/ drawings, if required, for execution shall be issued within 15 days of requisition by the HLL.**

**2. Completion of scope of work for the consultant will be considered only after the completion of stage 5.**

#### 4.5 Liquidated Damages for Delays

In case the Consultant is unable to adhere to the project timelines, the Consultant will be charged liquidated damages at the rates as specified in the General Conditions of the contract.

#### 4.6 Security Deposit

Security deposit shall be deducted from RA Bill as per clause 1A of GCC.

#### **4.7 Sub-contracting**

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

#### **4.8 Proof Checking of Structural Designs**

The Consultant shall get the design proof checked through any IIT/NIT or any agency nominated by the HLL. The Consultant shall carry out any correction/ modifications as suggested by the said agency. The suggestions of the proof checking agency shall be binding on the Consultant.

#### **4.9 Project Monitoring Committee**

The progress of the assignment shall be reviewed by a Project Monitoring Committee constituted by the RIPANS/MoH&FW/HLL. The Project Monitoring Committee shall be responsible for day to day monitoring of the Project. The Project Monitoring Committee shall conduct monthly periodic reviews for the performance of the Consultant and report the same to the Client. The Consultant shall comply with the instructions of the committee and the same shall be bound on him.

The Client has the right to inspect the accounts and records and get the same audited by the auditors appointed by the Client. The Consultant shall provide all assistance to the Client, the Committee and any authorized representative of the Client in this regard.

#### **4.10 Consultants site visits execution/completion stage**

The Consultant shall maintain a “Project Team” in his office consisting of adequate key personnel during the construction phase and render advice to the Client and the Implementing Agency as and when called upon. The detailed scope of services under this phase is given separately in Client Requirement. The visit schedule for the Site Team as and when required depending upon the execution of works at site shall be as follows:

- (i) Architect – (Total 12 visits)
- (ii) Structural Engineer- ( Total 8 visits)
- (iii) Electrical Engineer/HVAC Engineer-. (Total 8 visits)
- (iv) PHE Engineer/Firefighting (Total 6 visits)
- (v) Landscape Architect- (Total 3 visits)

The above members will need to visit as per project requirements and as and when called for by the Client/HLL. The Consultant shall ensure that, the above members are available whenever called upon by the Client/HLL within 7 days of such request or immediately on emergency notice(s). In case of failure to make required site visit by the Consultant personnel, HLL deduct an amount of Rs. 30000/- per person per visit for each such default. The decision of the HLL in definition of default and levy of fine shall be final. However if more visits are needed than as specified above then client/HLL shall reimburse the Consultant towards travel to and fro including boarding charges, if any subject to maximum amount reimbursable to Rs.20,000/- per visit for all the expenses inclusive of travel charges. Necessary Copies of Bills/Tickets and other documents as required shall be required to submit by the Consultant towards their claim for the additional site visits as specified above.

#### **4.11 Address of Project location**

The proposed project shall be located inside the existing RIPANS Campus and the adjoining areas. The address of RIPANS is as given below:

Regional Institute of Paramedical & Nursing Sciences (RIPANS)  
Zemabawk, Aizawl -796017, Mizoram

#### **4.12 Quality Assurance**

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Consultant shall correspond to the best practices w.r.t the required consultancy services.

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

All copyright and other proprietary rights in the Works shall vest and stand assigned to RIPANS/MoH&FW and RIPANS/MoH&FW 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 RIPANS/MoH&FW during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by RIPANS/MoH&FW to give effect to and secure the abovementioned rights of RIPANS/MoH&FW 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 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 Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the Client and any such act without the permission of the Client 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 the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

#### **4.14 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 Consultants 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.

## **SECTION-V**

### **CLIENT'S REQUIREMENTS**

#### **5.1 Introduction**

The clients' requirements and schedule of areas for various activities, narrated hereunder, for the various institutions are tentative and are provided to state general nature of the work involved. The selected architect(s) shall be required to obtain detailed briefs of the work while developing the concept design and detailed drawings of the institutional complex and hospital etc. from the client and the committee of experts appointed by the client etc. to ensure that design parameters of the institutions' meet the latest national and global standards.

#### **5.2 Development of RIPANS as Regional Institute of Allied Health Sciences (RIAHS)**

The consultant shall study and analyze the existing buildings and services including other infrastructure facilities etc. as per requirements and shall plan and design the existing RIPANS to RIAHS along with 100 Bedded Hospital. The consultants shall provide services from the concept design development stage to the completion of the buildings including obtaining NOC from local civic authorities, securing sanctions of building plans & designs and securing completion and occupancy certificates from Statutory Bodies. Establishment of Regional Institute of Allied Health Sciences (RIAHS) & 100 Bedded Hospital at Aizawl, Mizoram.

Regional Institute of Paramedical & Nursing Sciences (RIPANS) is running five Degree Courses & Two Diploma Courses in the existing campus at Aizawl, Mizoram. The Govt. of India has decided to develop RIPANS as RIAHS and in this Institute approx. 19 new paramedical courses are to be started.

The major functions of the Regional Institute of Allied Health Sciences (RIAHS) are pedagogical renewal process, quality assurance continuous and comprehensive evaluation, in-services training program, instructional kits, distance learning program and accreditation of Allied Health institute, etc.

The major functions of the Regional Institute of Allied Health Sciences will be to conduct under-graduate courses & Post Graduate Courses. Allied Health professionals are expected to be trained annually when this institute is fully functional.

The Institute will have in general following functional areas:

##### **5.2.1 Common Areas:**

- a. Administrative Area
- b. Auditorium
- c. Library
- d. Computer Labs
- e. E-Lab
- f. Cafeteria
- g. Museum
- h. Play Grounds, Parking Lots, Lawns and Parks.

**5.2.2 Technical Training Area:**

- a. Class Rooms
- b. Lecture Theatre.
- c. Simulation Labs
- d. Specialized Clinical Labs
- e. E-learning Labs
- f. Training Aids Room
- g. Examination Halls

**5.2.3 Residential Area**

- a. Hostels for girls and boys
- b. Staff Quarters as per draft IPHS norms.
- c. Guest House
- d. Dharamshala for attendants of patients
- e. Convenient Shopping Centre

**5.2.4 Services Areas:**

- a. Electric Sub-station
- b. Sewage Treatment Plant
- c. Underground Tanks & pump house
- d. Fire detection and fighting
- e. Building Management/maintenance staff rooms
- f. Equipment repair rooms

**5.2.5 Hospital: 100 bedded Hospital as per IPHS and other statutory norms with provisions for:**

- a. OPD
- b. A&E
- c. ICU
- d. OT
- e. Pathology lab
- f. Radiology lab
- g. Radio diagnosis
- h. Blood Bank
- i. General and Specialized Wards
- j. Medical Records
- k. General amenities
- l. Laundry

- m. CSSD
- n. Gas Manifold.
- o. Other facilities as per requirement

**5.2.6** Table-I& II below indicate already running Paramedic courses and tentative New Courses to be run in the institute

**Table –I**

**Allied Health courses already running in RIPANS Aizawl.**

S. No	Course	Duration
1	Bachelor in Optometry & Ophthalmic Techniques	4 Years
2	Diploma in Optometry	2 Years
3	B.Sc MLT( Medical Laboratory Technology	4 Years
4	Bachelor in Radio Imaging Technology	4 Years
5	Diploma in combined ECG & X-Ray Technology	2 Years

**Table -II**

**Tentative New courses planned to be run in RIAHS**

S. No	Course	Duration
1	Bachelor of Physiotherapy (BPT)	4 Years + 6 Months internship
2	Diploma Dietetics & Nutrition	2 Years + 6 months internship
3.	Diploma in Cardiac care Technology	2 Years + 6 months internship (semester system ) + yearly exam
4	M.Pharm	2 year+6 months intern- ship (Semester system)+yearly exam
5	Bachelor of Prosthetics & Orthotics	3 Years + 6 Months internship (Yearly exam system )
6	Bachelor of Rehabilitation Therapy	4 Years + 6 Months internship
7	Diploma in Community Based Rehabilitation (CBR)	1 Year duration + 2-3 months internship (yearly exam system )
8	M.Sc Nursing	
9.	M. Sc. Medical Lab Technology	2 year+6 months intern- ship (Semester system)+yearly exam
10	MBA (Hospital Management)	2 Years
11	Diploma in Medical Records Technology	2 years course 6 months internship + yearly exam
12	Diploma in Sanitary Inspectors	2 Years (yearly exam system )

13	Bachelor in Public Health Education and Promotion	3 Years (semester system ) + yearly exam
14	M.Sc. Radiotherapy & Imaging Technology	2 year exam system
15	Master in Physiotherapy	2 Years
16	Ph.D	-
17	PG Diploma in Histo-technology	1 year+6 months intern- ship (Semester system)+yearly exam
18	PG Diploma in Cytotechnology	1 year+6 months intern- ship (Semester system)+yearly exam
19	PG Diploma in Hemato- technology	1 year+6 months internship (Semester system)+yearly exam

### **5.3 Scope of Performance:**

#### **5.3.1 Preliminary (Pre-construction) stage:**

The services to be provided by the Consultants shall inter alia include the following:

- a) Visiting the site, discussing details with the Nodal officers of RIPANS/HLL and to carry out site survey, soil investigation as specified in IS: 1892-1979 and its latest version and Prepare surveyed site plan of the entire plot of land showing all existing buildings, other structures and services, trees with girth and species/local names of the plant etc.
- b) Preparing and submitting concept drawings and designs conforming to prevailing national standards for hospital and Allied Health Institutes, local bye laws as well as compliant to GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System, i.e. developing master plan of the complex; complete preliminary drawings/preliminary sketches, plans, elevations, sections / perspectives of various proposed blocks of buildings all required to present the general view of the proposed buildings with basic dimensions and building layouts for obtaining approval of the clients/HLL including all necessary modifications based on interactive evaluation by the client/HLL up till finalization of concept designs.
- c) Preparation of preliminary Architectural drawings, general specifications for the work.
- d) Prepare a three dimensional model to a scale of 1:200 or at scale required by regulatory authority.
- e) Preparation and submission of all building and services drawings for obtaining civic and statutory approvals. Statutory Fee to local bodies to be paid by the consultants and the same shall be reimbursed as per actual.

- f) Preparing preliminary plans for HVAC. AC ducts and other services like firefighting arrangements and external services viz. drainage, sewerage, water supply, internal roads and pathways, parking lots parks/play grounds etc. complete in consultation with the RIPANS/ HLL and any expert committees constituted and appointed for purpose of approval of the project details/drawings.
- g) Preliminary planning of all internal and external services like water supply, sewerage, storm water drainage, landscaping, development plans, etc. complete. (Please also refer to Annexure-I)
- h) Preliminary cost estimates for the project on **prevailing** CPWD plinth area rates(PAR) duly enhanced by approved CPWD cost index of the district/sub-district, all duly supported with back up data for area calculations, HVAC load, electric power load, demand for water supply, lift requirements, firefighting and detection system, mechanical ventilation where required, IBMS etc including modifications in the designs and estimates on the basis of time to time interactions with Client/HLL regarding the drawings, designs and specifications of the work. For any components of the estimate for which CPWD PAR are not available, prevailing market rates supported by quotations shall be used/provided by the consultant.
- i) The Consultant shall indicate the name of sub- consultants for various services like structural designs and labs designs with their organization details, qualification and experience of the main personnel and shall obtain prior approval of the Client / HLL before their engagement for the consultancy in case bidder becomes first lowest. The Sub consultant so approved by Client / HLL shall be associated from the preliminary drawing stage to the final design work. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify the Client/HLL for damage or loss caused due to any negligence of sub-consultant(s).
- j) Approvals/ CC /NOCs: The consultant shall:
  - (i) Obtain all required statutory approvals of all the competent authorities and other statutory bodies like ministry of Environment and forest, civil aviation, railways and local development bodies, as applicable and necessary according to the local Acts/Laws/Regulations and make any changes desired by such authorities. Nothing extra over the accepted bid amount shall be paid for this. The original documents / approvals given by the above agencies shall be submitted to MoH&FW/ HLL.
  - (ii) Obtain approval of the Architectural drawings from Relevant Development Authority/Municipal Authority and other relevant local authorities required before start of the work and obtain Commencement Certificate if required from local bodies to commence construction.



- (iii) Obtain NOCs (No Objection Certificates) from Chief Fire Officer, Executive Engineer (Storm water drainage), Executive Engineer (sewerage planning), Hydraulic Engineer, Insecticide Officer of Municipal Corporation / Local Bodies, Civil Aviation, Ministry of Environment and Forests, Railways and other statutory/local bodies etc. as per requirement after completion of the work.
- (iv) Compliance as per GRIHA.

**Note: - Fees/ charges paid by Consultant to Statutory Authorities/Local Bodies shall be reimbursed by Client/HLL on submission of documentary proof and payment receipts from relevant Statutory Authorities/Local Bodies.**

### **5.3.2 Pre-tender stage:**

- (a) Consultant shall prepare and supply minimum two sets with a soft copy of:
  - i) Detailed working architectural drawings (hereinafter called working drawings) as per approved specifications, conforming to prevailing international standards as well as GRIHA,
  - ii) Detailed structural drawings.
  - iii) Detailed service drawings including drawings showing the details of all the utility services such as water supply, sanitary, electrical installations, acoustics, air-conditioning, firefighting, etc, internal and external, mentioned under clause 4.2 above including details of technical specifications of all items of work. All the drawings and designs calculations shall be made available by the consultant to the HLL in duplicate along with soft copy thereof in CD /Pen drive for checking and approval. However, the responsibility for the correctness and accuracy of the structural design and safety of structure shall be entirely that of consultant.
  - iv) Obtain approval of the HLL in respect of items mentioned in clause (i) (ii) and (iii) above and modifying them, if considered necessary by the HLL.
  - v) If required, obtaining the approval of local and other authorities mentioned in clause 4.2 above and making any changes required by them.
- (b) Preparation and submission of Detailed Project Report (DPR) inclusive of:
  - (i) Detailed drawings as per the approval of the MoH&FW/ HLL in respect of details enumerated at (a) above after incorporating changes / suggestions made by clients/Project consultants/proof checking consultants.
  - (i) Detailed Architectural and Structural designs/drawings for the proposed building and services design (which shall be in accordance with latest relevant BIS codes and practices), for obtaining approval from HLL. This activity may necessitate the Consultant to interact with the MoH&FW/ HLL or any authority / institution appointed by MoH&FW/HLL for proof checking of the structural designs and drawings.

- (ii) Detailed estimates sub-work and sub-head wise as per direction of HLL/MoH&FW duly supported by back up measurement sheets; analysis of rates/ rate quotations; design calculations for building and building services, detailed specifications, bill of quantities, including those of various services in the manner prescribed by HLL, to describe the part/whole project adequately to enable the HLL to check them before preparation of tender documents by the HLL.
- (c) Supplying required sets of approved bill of quantities along with the drawings needed for tender purpose.
- (i). Prepare and supply draft Bid Document including Special Condition of Contract (SCC); Bill of quantities; Particular/additional specifications of the work (which are not available in standard specification of CPWD); The GCC, NIB and ITB shall be appended by HLL/Client as per requirements.
  - (ii). Assist HLL in bid evaluation by providing/supplying market rate analysis and quotations whatever required for schedule and non schedule items of the work in prescribed manner as per directions of HLL/Client.

### **5.3.3 Execution/Completion stage:**

The Consultant shall:

- a) Supply all the approved and duly marked “Good for Construction (GFC)” working drawings and Structural drawings, specifications and details in the manner required by HLL/Client for execution of the work. (In total up to 15 sets of approved drawings shall be supplied free of charge to HLL/Client)
- b) Make scrutiny of any shop drawings required in connection with work pertaining to manufacturing designs for their correctness and incorporation in the working drawings and release the duly vetted drawings for construction.
- c) Obtain HLL/Client approval for any material deviation in design or specifications before any revision of Drawings already approved by them.
- d) Inspect site during progress of work to check correctness of the physical execution of work at site as per approved drawings / plans.
- e) Shall undertake periodical supervision and inspection as considered necessary or as desired by Client/HLL to ensure execution of works in accordance with working drawings and specifications. Shall attend review meetings held in connection with the work, without any additional cost or DA/TA.
- f) Obtain commencement certificates at various stages of work, if required, from the local bodies in such a manner that the work's progress is not hindered.
- g) Coordinate the various activities of his sub-consultants.

- h) Shall obtain approval/ sanctions and completion certificate for sewerage connection, water supply, electric supply, part/full occupancy certificate as may be required by the Client/HLL.
- i) Obtain all the required completion certificates / NOCs from the various local authorities and furnish to the Client/HLL the building completion certificate (in original ) along with four sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents. These drawings will be in addition to drawings and details mentioned in above clauses.

#### **5.3.4 Certification of Facilities as per GRIHA Standards:**

The project is to be planned, designed and executed for Certification as per GRIHA (Green Rating for Integrated Habitat Assessment) National Green Building Rating System. Accordingly all required services from concept planning to completion, documentation including obtaining certification from GRIHA Secretariat are included in the scope of work. This shall also include Energy Simulation and Modeling, Documentation & Co-ordination with GRIHA Secretariat and obtaining required certification. Project shall be registered with ADaRSH after approval of the drawing by client. The consultant shall be required to incorporate all the necessary provisions required for minimum Three Star GRIHA rating both in the drawings and BOQ's and to undertake the necessary documentation and submissions with GRIHA Secretariat accordingly. They will also require providing the various services as referred below:

- a) All the design and tender documents prepared for Civil, Structural, MEP, HVAC and Firefighting Systems etc. shall be in conformity to GRIHA requirements.
- b) To provide continuous assistance or support to HLL project team to achieve Minimum Three Star Rating under GRIHA Green Building Rating Systems.
- c) Preparation, submission and documentation from initiation till completion and receipt of required Green Building Rating for the Project which amongst other requirements as per GRIHA shall include collection, compilation & preparation of filled-in templates/documents in close co-ordination with HLL, submission of complete compliance documents as required by GRIHA secretariat in order to get the minimum GRIHA- 3 Star Rating for the Project. This shall also include all required coordination with GRIHA secretariat /ADARSH etc. and other relevant statutory bodies inclusive of responding to queries from these offices.
- d) Consultant shall provide necessary Guidelines, Procedures and formats for records to be maintained (at various stages of the Project) by HLL /Contractors as per requirements of GRIHA secretariat/ ADaRSH.
- e) Consultant should apprise HLL of the status with regard to implementation of provisions of GRIHA periodically as per the requirements.
- f) The Consultant shall co-ordinate and assists all the Third party commissioning or Evaluator Services appointed by statutory authorities

like GRIHA Secretariat/ADaRSH etc. Any statutory fee payable to the statutory authorities inclusive of their site visit charges, if any will be borne by HLL. The consultant shall incur such expenditure after prior approval of HLL who shall pay/ reimburse the same to consultant on submission of payment receipts and documents towards this expenditure. However, consultant shall be responsible for all the required coordination and liaisoning work.

- g) Obtaining minimum GRIHA Three Star Rating certification as per requirements.

**FORM-C**

**FORMAT FOR FINANCIAL BID**

(ON THE LETTER HEAD OF THE COMPANY)

DATE:

To,

**Associate Vice President(ID-North)**  
**HLL Lifecare Limited**  
**B-14 – A, SECTOR – 62**  
**NOIDA – 201307 (U.P)**

Dear Sir / Madam:

- (i) Being duly authorized to represent and act on behalf of ....., and having reviewed and fully understood all the requirements of bid submission provided vide the Bid document dated ..... pertaining to the above mentioned work, we hereby provide our Financial Proposal for providing Comprehensive Architectural and Engineering Consultancy Services for -----  
 ---.

Total Fees for consultancy as a percentage of the actual construction cost or the approved DPR cost of the project whichever is minimum for civil & allied works including electrical works, HVAC, lifts etc. <i>(This fee shall be inclusive of all the direct and indirect taxes including Service Tax, Duties / CESS etc. to be paid by the consultant).</i>	_____ % _____ (in words)
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I/We agree to bind our self/selves by this offer if I/we are the selected as Architectural Consultant for this project.

For and on behalf of :

Signature :

Name of the Person :

Designation :

Instructions:

1. No conditions should be attached.
2. In case of difference between the words and figures, words would prevail.

**(Should be given in a sealed envelope).**

**Form D***(Page 1 of 2)***FORM OF CONTRACT AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twelve between HLL Lifecare Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at HLL Bhavan, Poojappura, Thiruvananthapuram – 695 012 (hereinafter referred to as HLL) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part and M/s. \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

Whereas the employer is desirous of undertaking “Providing Comprehensive Architectural & Engineering Consultancy Services including preparation of the DPR, BOQ and tender documents for Construction of ----- (Name of the work) in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

**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.
2. The following documents shall be deemed to form and be read in conjunction with this agreement and construed as part of this agreement:

**Part I : Technical Bid**

<b>Section I</b>	<b>: Notice Inviting Bid</b>
<b>Section II</b>	<b>: Instructions to Bidders -Including Annexure(s)</b>
<b>Section III</b>	<b>: General Conditions of Contract (GCC)</b>
<b>Section IV</b>	<b>: Terms of Reference,</b>
<b>Section V</b>	<b>: Client Requirements</b>

**Part II : Financial Bid****Section VI : Price Bid, and**

Any clarifications, amendments issued before the last date of submission of the bids by the Architects/firms, letters of negotiations with successful bidder and the LOA, etc.

3. In consideration of the payments to be made by HLL” to the Consultant as hereinafter mentioned, the Consultant hereby covenants with HLL” to execute and complete the Project by \_\_\_\_\_ (stipulated date of completion) .
4. HLL” hereby covenants to pay the Consultant in consideration of Providing Comprehensive Architectural & Engineering Consultancy Services.
5. Services for Proposed ----- (Name of the work ), the total Contract Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) 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.

6. Obligation of the Consultant

The Consultant shall ensure full compliance of all the central/state Government tax laws with regard to this Contract and shall be solely responsible for the same. The Consultant shall fully indemnify MoH&FW/HLL for any liability of tax, interest, and penalty etc. arising out of this Contract or in respect thereof.

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 Consultant

For and on behalf of HLL”

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the

Stamp/Seal

Consultant

SIGNED, SEALED AND DELIVERED

Witnesses:-

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

on behalf of the Consultant in the presence of:

on behalf of HLL in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Format for Power of Attorney for authorized signatory

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, We.....(Name of the Tenderer 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 the Project and submission of all documents and providing information / responses to HLL, representing us in all matters before HLL, and generally dealing with HLL in all matters in connection with our proposal 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.

Signature:  
Name and Designation: