

**HLL INFRA TECH SERVICES LTD. (HITES)**  
**As**  
**Executing Agency of**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**Invites Request for Proposal (RFP)**  
**of**  
**“Appointment of Architectural Consultant for Preparation of**  
**Master Plan & Concept Designs for proposed All India Institute**  
**of Medical Sciences**  
**At**  
**Gorakhpur (UP), INDIA”**

**RFP Document**

Volume – I

Volume – II

Volume - III



**(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)**

B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

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**of Medical Sciences**  
**At**  
**Gorakhpur (UP) INDIA”**

**RFP Document: Volume – I**

Notice Inviting Bid  
Instruction to Bidders  
(Including Eligibility Criteria)  
Terms of Reference  
Evaluation Process and Criteria



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B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

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## PRESS NOTICE

**MINISTRY OF HEALTH & FAMILY WELFARE  
GOVERNMENT OF INDIA  
NOTICE INVITING REQUEST FOR PROPOSAL (RFP)  
FOR APPOINTMENT OF ARCHITECTURAL CONSULTANT  
FOR NEW AIIMS AT GORAKHPUR (U.P) AND BATHINDA  
(PUNJAB)  
(GLOBAL ENQUIRY)**

No. HITES/NEW AIIMS/RFP/2017

Dated 09.06.2017

HLL Infra Tech Services Ltd. as Executing Agency of MoHFW, Government of India, invites **RFP** from eligible Architectural Firms/Consortium of Firms for **“Preparation of Master Plan & Concept Designs for proposed New AIIMS at Gorakhpur and Bathinda”**, under Pradhan Mantri Swasthya Suraksha Yojana.

The prospective bidders may download RFP document from the following websites [www.lifecarehll.com](http://www.lifecarehll.com), [www.hllhites.com](http://www.hllhites.com), [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.mohfw.nic.in](http://www.mohfw.nic.in), [pmssy-mohfw.nic.in](http://pmssy-mohfw.nic.in). The last date of submission of RFP is 06.09.2017.

For Corrigendum/ Amendments, if any issued subsequently will be notified in the above websites only.

Vice President (ID)  
HLL Infra Tech Services Ltd

**MINISTRY OF HEALTH & FAMILY WELFARE  
GOVERNMENT OF INDIA**

**DETAILED NOTICE INVITING 'REQUEST FOR PROPOSAL (RFP)'  
(GLOBAL ENQUIRY)**

No. HITES/NEW AIIMS/GRKH/RFP/2017

Dated 09.06.2017

HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project, invites **Request for Proposal** from eligible Architectural Firms/Consortium of Firms (having experience and sound background as Architectural Consultant for the Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA under 'Pradhan Mantri Swasthya Suraksha Yojana' (PMSSY):

Name & description of work	Bid Security	Date of sale of RFP documents online	Last date of Submission
"Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA"	Rs.2 lakhs	From 09.06.2017 to 06.09.2017 up to 14:00 hrs.	06.09.2017 up to 15:00 hrs.

The nature of services to be provided by the Architectural Consultant will include Master Planning & Concept Designing of the proposed facility to develop it as a world class facility for healthcare, research & teaching. Scope will inter alia include preparation of the Master plan and Concept Designs for all the various buildings, based on user's requirements & needs for the All India Institute of Medical Sciences (AIIMS) proposed to be set up at Gorakhpur (U.P), INDIA.

The cost of RFP documents is Rs.5000/-. A Pre- Bid Conference shall be held at HITES Corporate Office on 30.06.2017 at 11:00 hrs. Prospective bidders may please log on to HLL/ HITES website, [www.lifecarehll.com/tender](http://www.lifecarehll.com/tender), <http://hllhites.com/tenders>, CPP Portal <http://www.eprocure.gov.in>, MoHFW Website <http://www.mohfw.nic.in> and PMSSY Portal <http://pmssy-mohfw.nic.in> from 09.06.2017 for detailed NIT, downloading RFP documents, pre- bid conference details, details of submission & for other tender details.

The submission of bid is in three parts and all three parts are to be physically submitted to the office of Vice President (ID), HLL Infra Tech Services Ltd. (HITES) as described in detail in RFP documents.

HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through HLL/HITES website, [www.lifecarehll.com/tenders](http://www.lifecarehll.com/tenders), <http://hllhites.com/tender> and CPP Portal - <http://www.eprocure.gov.in> as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Vice President (ID)  
HLL Infra Tech Services Ltd. (HITES).

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### DISCLAIMER

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

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

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

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

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

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

## DEFINITIONS

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

1. **“AIIMS”** shall mean All India Institute of Medical Sciences at Gorakhpur (U.P), INDIA.
2. **“Assignment Fee”** shall mean the fee to be paid by HITES to the **Architectural Consultant** for providing the services for the Project as per the scope of works mentioned in the Contract.
3. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP.
4. **“Bidder (s)”** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.
5. **“Bid Security”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 2.6.7
6. **“Bid Validity”** shall mean the period for which the Bids shall remain valid as per clause 2.6.7.
7. **“Client's Requirements”** means the document named Client’s Requirements, attached in the Volume III of RFP.
8. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
9. **“Architectural Consultant”** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
10. **“Design”** means Master Plan & Concept Designs of the proposed facility to develop it as a world class facility for healthcare, research & teaching. Scope will inter alia include preparation of the Master plan and Concept Designs for all the various buildings, based on user’s requirements & needs for the All India Institute of Medical Sciences (AIIMS) at proposed to be set up at Gorakhpur (U.P), INDIA.
11. **“Evaluation Committee”** shall mean the committee constituted by HITES for the evaluation of the bids.
12. **“HITES”** shall mean **HLL Infra Tech Services Ltd.** (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) having its office at B-14A, Sector-62, Noida-U.P. INDIA, Pin: 201307 who has been appointed by MoHFW as Executing Agency for this project and who will supervise the work of Architectural Consultant for which this RFP has been invited
13. **“Institute”** shall mean All India Institute of Medical Sciences at Gorakhpur (U.P), INDIA.
14. **“LOA”/“Letter of Award”** shall mean the letter issued by HITES to the Successful

Bidder inviting him to sign the Contract Agreement

15. **“MoHFW”** shall mean the Ministry of Health & Family Welfare, Government of India.
16. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder as per clause 3.5 of RFP.
17. **“Project”** shall mean Preparation of Master Plan & Concept Design for proposed All India Institute of Medical Sciences at Gorakhpur (UP) in line with the scope of work of Architectural Consultant
18. **“RFP”** shall mean this Request for Proposal.
19. **“Site”** shall mean the place where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP. Institute may be located on one or more parcel(s) of land
20. **“Start of Work”** shall mean the date of commencement of works by the Architectural Consultant as defined in clause 1.2 of Notice Inviting Bid.
21. **“Tender Processing Fee”** shall mean the amount to be paid by the Bidders with the Bid as per clause 2.6.4 **“Tender Processing Fee”** is synonymous with **“Cost of RFP Documents”**
22. **All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]**



## BACKGROUND INFORMATION

### 1.1 BACKGROUND

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

- Medical Education.
- Medical Research
- Tertiary Healthcare

Government of India proposes to establish a new All India Institute of Medical Sciences (AIIMS) at Gorakhpur in U.P., India, under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).

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

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

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

This Institute shall have been envisaged as Centre of Excellence for undergraduate and post-graduate Medical Education, Nursing Education and Medical Services and are to be trend setter in Health Research and advancement of Medical Sciences in India. These Institutes will implement new approaches in medical education and provide best facilities for postgraduate/doctoral studies and research.

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

Land parcel measuring around 112 acres has been identified and selected for the establishment of the proposed AIIMS at Gorakhpur in U.P., INDIA. The details of the site location and topographical contour report are available at Annexure II & III of this Volume.

## **1.2 Proposed Buildings and Services**

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

## SECTION -1

### NOTICE INVITING BID

#### 1.1 General

HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project invites sealed Bids from eligible Bidders to submit their Bids for “Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA” as per detailed scope of work for the proposed AIIMS.

#### 1.2 Important Information

<b>Bid Security amount</b>	Rs. 2 lakhs. (Rs. Two lakhs only)
<b>Tender Processing Fee (Non-refundable)</b>	Rs.5,000 (Rupees Five thousand only) to be paid through a Demand Draft in favor of HLL Infra Tech Services Ltd., payable at NOIDA/New Delhi
<b>Issue of RFP documents</b>	Documents shall be available online at HITES website HLL/ HITES website, <a href="http://www.lifecarehll.com/tender">www.lifecarehll.com/tender</a> , <a href="http://hllhites.com/tenders">http://hllhites.com/tenders</a> and CPP Portal - <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> , MOH&FW website <a href="http://www.mohfw.nic.in">http://www.mohfw.nic.in</a> and PMSSY portal <a href="http://pmssy-mohfw.nic.in">http://pmssy-mohfw.nic.in</a> from 09.06.2017 to 06.09.2017 up to 14:00 hrs.
<b>Pre Bid Conference</b>	30.06.2017 at 11.00 am at HITES Office, Noida
<b>Last date for submission of queries</b>	06.08.2017
<b>Last Date &amp; time of Submission of Bids (Bid due date)</b>	06.09.2017 at 15.00 Hrs
<b>Place of submission of bid</b>	In the office of Vice President (ID), HLL Infra Tech Services Ltd.(HITES)., B-14A, Sector 62, Noida- 201 307, Distt: Gautam Buddh Nagar (UP), INDIA
<b>Date &amp; time of opening of Bids</b>	06.09.2017 at 15.30 hrs

<b>Dates for Bidders to make presentations to the Evaluation Committee</b>	To be intimated later
<b>Date and time of submission of performance security</b>	07 days from issue of LOA
<b>Date and Time of signing of Contract Agreement</b>	15 days from issue of LOA
<b>Commencement of work</b>	Date of issue of LOA
<b>Completion period of the Work</b>	6 (Six) Months or till receipt of all statutory approvals & clearances required up to commencement of construction work. Time period for key deliverables is given in Terms of Reference.
<b>Bid Validity</b>	180 days from the closing date of submission of bid or any extension thereof.
<b>Address for Communication</b>	Vice President (ID) HLL Infra Tech Services Ltd. (HITES). B-14A, Sector 62, Noida-201 307 Distt: Gautam Buddh Nagar (U.P.) , INDIA, Telephone No. 0120-4071500

Bidders may note that the Bids shall be submitted in 3 parts – (i) Technical Package Part I, (ii) Technical Package Part II and (iii) Financial Bid. The last date of submission of complete bids is 06.09.2017 upto 1500 hrs. The bids (all 3 parts) are to be submitted physically in the manner as described in Clause No. 2.6 in the office of VP (ID), HLL Infra Tech Services Ltd. (HITES) at the address mentioned above.

### **1.3 Significant Points**

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

#### **Volume I**

- Notice Inviting Bid

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

**Volume II**

- General Conditions of Contract (GCC)

**Volume III**

- Client Requirements
- Scope of Services to be provided

- 1.3.4 Bidders may obtain further information in respect of this RFP document from the office of the Vice President (ID), HLL Infra Tech Services Ltd. (HITES), B-14A, Sector-62, Noida -201307 and during the pre-bid conference to be held as per clause 1.2 above.
- 1.3.5 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.7.2 of “Instructions to Bidders” shall be considered as non-responsive and shall be summarily rejected.
- 1.3.6 HITES 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 HITES for rejection of their Bid.

**Vice President (ID)**  
**HLL Infra Tech Services Ltd. (HITES),**

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 2.1 Important Points

- a. **Pre Bid conference** shall be held on 30.06.2017 at 11.00 hrs. at HITES Office, Noida
- b. **Date and time of opening of Bid** (Clause 1.2 of Notice Inviting Bids) is 06.09.2017 at 15.30 Hrs. at HITES Office, B-14A, Sector 62, Noida-201 307
- c. **Bid Security** as per the Clause 1.2 of Notice Inviting Bids is Rs.2.00 Lakhs (Rupees Two Lakhs Only) to be submitted with the RFP.
- d. **Period of Bid Validity** (Clause 2.6.8), **180 days** from the closing date of submission of Bid or any extension thereof.
- e. Date of Start of Work: Date of issue of LOA.
- f. **Period of completion:**
  - i. Master Plan & Concept Designs :  
2 (Two) calendar months from the date of start of work
  - ii. Other deliverables as per Scope of work given in clause 3.2:  
6 (Six) calendar months from the date of start of work or till receipt of all statutory approvals & clearances required up to commencement of construction work.
- g. **Performance Security** (Form C) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Architectural Consultant.

#### 2.2 Eligibility to bid

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

##### A. Technical Criteria

Having experience as Architectural Consultant for Master Planning & Concept Designs in a single Work Order and having satisfactorily completed the same in the last twelve years (ending previous day of the last date of submission of bids for RFP any of the following similar nature of work(s) as a sole consultant or as a member of a consortium:

One 500 bedded Super-Specialty/ Multi-Specialty Hospital with Teaching facility in India/ abroad .

**Or**

One 750 bedded Super Specialty/Multi-Specialty Hospital facility in India/abroad.

**Or**

At least two 500 bedded Super Specialty/Multi-Specialty Hospital in India/abroad.

**Note:-**

- The Qualifying Work(s) should be physically completed at site
- The completion certificate(s) of the work(s) issued by the client shall be submitted along with RFP documents by the bidder. It is desirable that the certificate is submitted in the format in Form T-1(C). A Certificate issued by the client may be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
- Bidders shall enclose copies of letters of Award for the works duly certified clearly mentioning the scope of work handled by the bidder (sole firm/member of the consortium).
- These shall be duly authenticated.
- The Certifying authority of the Client Organization for these qualifying works shall not be below the rank of Executive Engineer for Government works and for Private Works a person holding Power of Attorney/Authorized signatory duly authorized to do so.
- Teaching facility means – Medical Education facility with Undergraduate and/ or Post Graduate level (excluding Dental, nursing & Paramedical)
- The bidder must have past experience of executing similar nature of work as a single firm or as a member of consortium. In case past experience of the bidder is as a member of a Consortium, the bidder should have been involved in that consortium as the Architect in that past experience.
- An Architect of the Design Consultant shall be registered with Council of Architecture or shall be a person authorized under Section 37.1 (b) of the Architects Act, 1972.
- Foreign Consultant/Foreign consortium shall give an undertaking along with their Bid that they will establish an office in India as per rules and law of Govt. of India before signing the agreement.

**B. Financial Criteria-**

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive financial years ending 31st March, 2016. In case of a consortium, each member of the consortium should not have incurred any loss in more than two years during the available last five consecutive financial years ending 31st March, 2016. The balance sheets shall be duly certified and audited by the Chartered Accountant.

## 2.3 Disqualifications

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

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

## 2.4 Norms for JV/ Consortium

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

- i. The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract with HITES and to carry out all the obligation under the contract. The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member and both the members of consortium shall be jointly and severally liable for the performance of the contract. The consortium agreement shall be governed by the laws of India and shall be subject to the jurisdiction of Indian Court only.
- ii. Duly notarized copy of consortium agreement shall be submitted along with the /Proposal/Bid failing which, the /Proposal/Bid shall be declared as non-responsive and summarily rejected.
- iii. The Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a duly notarized Power of Attorney as per form E and should be signed by all the members on a non-judicial stamp paper of appropriate value.
- iv. All the members of the Consortium shall be jointly and severally liable for the execution of the Project
- v. Consortium to have maximum of TWO members only



## **2.5 RFP Documents**

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

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

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

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

### **2.5.3 Clarifications**

Bidders can seek clarifications to the RFP document by writing at the mailing address indicated in Clause 1.2 of Notice Inviting Bid or by Tele-fax/Mail as per the deadline mentioned in Clause 1.2 of Notice Inviting Bid or during pre-bid conference. The clarifications shall be uploaded on HLL/ HITES website, [www.lifecarehll.com/tenders](http://www.lifecarehll.com/tenders), <http://hllhites.com/tender> and CPP Portal - <http://www.eprocure.gov.in>. (But without identifying the source of the inquiry).

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

- i. At any time prior to the deadline for the submission of Bids, HITES may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
- ii. The addendum/ corrigendum will be available on HLL/HITES website, [www.lifecarehll.com/tenders](http://www.lifecarehll.com/tenders), <http://hllhites.com/tender> and CPP Portal - <http://www.eprocure.gov.in>. Separate notification/advertisement will not be made for this in the print media.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HITES may, at its discretion, extend the deadline for the Submission of Bids.

## **2.6 Preparation of Bid**

### **2.6.1 Bidders responsibility**

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Sub-clause 1.3.3 of Notice Inviting Bids including instructions, conditions, forms, terms, Client's requirements etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation

and submission of the Bid.

- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and HITES will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

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

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

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

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

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

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

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

- a) Form of Bid, as per Form A
- b) Checklist for the enclosed documents as per the format attached as Annexure 1
- c) Demand Draft for Tender Processing Fee of Rs. 5000/-
- d) Bank Guarantee, as per the format attached as Form B, towards Bid Security in original in a separate envelope, sealed and duly marked "Bid Security"
- e) Power of Attorney as per form D (in favor of the authorized signatory of the Bidder) to submit Bid.
- f) In case of a Consortium, as explained in Clause 2.4, Declaration of the lead member as per form E
- g) 'Consortium Agreement' in case of a Consortium.
- h) Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)

- i) Initialed RFP document as listed in Clause 1.3.3 of Notice Inviting Bids
- j) Documentation of Experience of successfully completing projects of similar nature in the form T-1(A) meeting the eligibility criteria as per Clause 2.2 above, with certificate issued by the Client Organization for the said works as per Form T-1(C) for each work.
- k) Form T-1(B), Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2, with certificate issued by client as per Form T-1(C) for each work.
- l) Financial Information in Form T-1(D).
- m) Undertaking against blacklisting/debarred Form T-1(E)

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

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

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

- (a) Technical Bid** – All such documents which are required to substantiate criteria at S. No. 2 & 4 of clause No. 4.2, are to be submitted in this part
- (b) Organizational Capability – Proposed team for the assignment**
  - i. Academic qualifications and Relevant work experience of the Team Leaders and Key Resource Personnel of the staff in Form T-2
  - ii. CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last twelve (12) years. In **addition** to the above, following information shall also be furnished in **Technical Package Part-II**:
  - iii. An organization chart for the present Consultancy Assignment with roles and responsibilities of each key staff member (identified by name), within the overall work program.

*The Bidder with their Team Leader will be required to make presentations w.r.t the Master plan and Concept Designs prepared by him for this project considering the following but not limited to and as described in Clause 4.2 :*

- 1) Demonstration of bidder's competence for providing required services for Master planning and Concept designing for this project based on previous project / projects

- 2) Proposed Approach and methodology for Master planning and Concept designing & integration of Teaching , Research and Healthcare facilities for this project
- 3) Design approach for creation of state of the art facility and advances in healthcare architecture for this project
- 4) Master planning and Concept designing for this project. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments & its connectivity, etc) and Stack diagram along with the concept design
- 5) The Architects have to prepare 3D presentation or walkthrough from all the directions with precise detailing for the proposal
- 6) All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: NBCI for building design & NABH for hospital design, etc) and statutory requirements. However, all designs should be safe, efficient and cost effective
- 7) Architect's perception with respect to Landscaping, external services and green building parameters for Hospital.
- 8) Flow diagram in respect of Patient, staff, student, traffic etc

**Note:**

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

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

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

be summarily rejected.

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

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

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

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

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

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

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

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

#### **2.6.7 Bid Security**

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Clause 1.2 of Notice Inviting Bids.
- ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India or in the form of Demand Draft or Banker's cheque of a Scheduled Commercial Bank issued in favour of “HLL Infra Tech Services Limited” payable at New Delhi/Noida or fixed deposit receipt. The format of the Bank Guarantee shall be as per Form B provided in this RFP. The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid i.e. 225 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Bid Security shall be endorsed/pledged in favor of HITES and

shall be submitted in a separate envelope super scribed “**Bid Security for “Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA”**”.

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

### **2.6.8 Bid Validity**

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

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

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

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

- i. Bid documents (Technical Package Part I, Technical Package Part II and Financial Bid) shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.6.16 of the Instruction to Bidders.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures

except those to accord with instructions issued by HITES, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.

- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### 2.6.11 Sealing and Marking of Bids

- i. The bid shall be submitted in three parts, Technical Package Part I and Technical Package Part II & Financial Bid. The Technical Package Part I and Technical Package Part II & Financial Bid shall be sealed in three separate envelopes clearly marked as “Technical Package Part I”, “Technical Package Part II” and “Financial Bid”. The three envelopes along with the envelope containing the Bid Security shall be wrapped in an outer envelope addressed to Vice President (ID), HLL Infra Tech Services Ltd. (HITES), B-14A, Sector-62, Noida – 201307 duly super scribing on top **“Appointment of Architectural Consultant for Preparation of Master Plan & Concept Design for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA”**. The outer envelope should also bear the name and address of the bidder.
- ii. The contents of Technical Package shall be as detailed under Clause 2.6.3 herein.
- iii. The Financial Bid shall be submitted as per the format for the Financial Proposal (Appendix 2) duly filled in and signed.
- iv. No responsibility will be accepted by HITES for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

#### 2.6.12 Submission of Bids

- i. The envelope containing the bids comprising the Technical package Part I, Technical Package Part II and Financial Bid should be submitted to:  
**The Vice President (ID)**  
 HLL Infra Tech Services Ltd. (HITES)  
 B-14A, Sector 62  
**Noida (UP.),**  
**Pin Code: 201 307. INDIA**
- ii. The last date and time for submission of Bids is given in Clause 1.2 of Notice Inviting Bids. HITES may, at their discretion, extend this date, in which case all rights and obligations of HITES and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. HITES shall not take any cognizance and

shall not be responsible for delay/loss in transit or non-submission of the Bid in time.

- iv. Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- v. Bidders should note that the Bids should be submitted before the last date and time for submission of completed Bids as given in Clause 1.2 of Notice Inviting Bids.

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

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

#### **2.6.14 Bid Due Date**

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

#### **2.6.15 Late Bids**

Any Bid received in office of the Vice President (ID), HLL Infra Tech Services Ltd. (HITES) after the deadline prescribed for submission of Bids in Clause 1.2 of Notice Inviting Bids herein will be returned unopened to the Bidder.

#### **2.6.16 Power of Attorney**

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



value duly notarized. The lead member should authorize the authorized signatory of the Consortium.

## **2.7 Bid Opening and Evaluation**

### **2.7.1 Bid Opening**

- i. The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids in the office of the Vice President (ID), HLL Infra Tech Services Ltd.(HITES), B-14A, Sector62, Noida (U.P.), INDIA, Pin Code – 201307. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 2.6.13 shall not be opened.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in clause 2.6.3. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by HITES and the said Bidder's Proposal will not be considered for further processing/evaluation.
- v. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HITES or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package Part II of only those bidders shall be opened whose Bid Security, Tender Processing Fee are found in order and who also meet the qualification/eligibility Criteria as given at Clause 2.2.
- vii. The bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.
- viii. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections
- ix. The proposals shall be valid for a period of 180 days from the closing date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

### 2.7.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, HITES will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
  - a. Is received by the Bid due date as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.
  - b. Is signed, sealed and marked as stipulated in Clauses 2.6.10 and 2.6.11
  - c. Is accompanied by the Power(s) of Attorney as specified in Clause 2.6.16
  - d. Contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.
  - e. Is valid for the validity period as set out in Clause 2.6.7 and 2.6.9
  - f. Is accompanied by required fee for the RFP
  - g. Is accompanied by the Bid Security
  - h. Conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, HITES's rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by HITES. The decision of HITES as to which Bids are not substantially responsive shall be final and binding.

### 2.7.3 Evaluation of Bids

- i. CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the RFP. HITES would examine and evaluate Bids in accordance with the criteria set out in **Section IV**.
- ii. HITES reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or found out; or
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

### 2.7.4 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based on

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

#### **2.7.5 Confidentiality**

- i. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.
- ii. Any effort by a Bidder to influence the employees of HITES/ members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

### **2.8 Award of Contract**

#### **2.8.1 Notification of Award**

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

#### **2.8.2 Signing of Agreement**

- i. HITES shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HITES and the Architectural Consultant through their authorized signatories will be supplied by HITES to the Architectural

Consultant.

- iv. In case Successful Bidder does not sign the Contract with HITES, HITES reserves the right to forfeiting EMD and processing further as deemed fit.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

## 2.9 Conflict of Interest

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

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

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

Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been disclosed and thereafter resolved in a manner acceptable to HITES throughout the selection process and the execution of the Contract.

## **2.10 Employment of Officers/ Retired Officers of MoHFW /HITES**

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

## **2.11 Standards of ethics**

HITES desires that the Architectural Consultant shall observe the highest standard of ethics during the selection and execution of such contracts.

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

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

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

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

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

- (b) It is further provided that :-

- (i) HITES will reject a proposal for award if it determines that the Architectural Consultant recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;
- (ii) HITES will declare an Architectural Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Architectural Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

## **2.12 HITES's right to accept any Bid and to reject any or all Bids**

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

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

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

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

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

## SECTION III

### TERMS OF REFERENCE

#### 3.1 Purpose of the Assignment

HITES intends to Appoint “Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA” as per detailed scope of work for the proposed AIIMS.

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

#### 3.2 Scope of work

- a. The nature of services to be provided by the Architectural Consultant will include Master Planning & Concept Designing of the proposed facility to develop it as a world class facility for healthcare, research & teaching. Scope will inter alia include preparation of the Master plan and Concept Designs for all the various buildings, based on user’s requirements & needs for the All India Institute of Medical Sciences (AIIMS) at proposed to be set up at Gorakhpur (U.P), INDIA. The designs & drawings should comply to GRIHA-5- STAR, Version 3 Rating or as per latest version.
- b. Considering the requirement of faster pace of execution & to operationalize the various buildings/facilities in the campus, it is desired that the Master planning & Concept designing to be done broadly in following Phases.
  - i. Construction & Functioning of OPD & Diagnostics facilities incl. relevant services.
  - ii. Construction & Functioning of Medical College & Nursing College incl. residential, hostels & relevant services.
  - iii. Initial functioning of Hospital building with 300 beds & relevant services.
  - iv. Completion of all Buildings incl. relevant services & facilities.

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

#### **MASTER PLANNING:**

1. Interaction with Client, Assessment of client’s requirements.
2. Prepare Design Brief Document with functional requirements.
3. Prepare and submit conceptual designs & master plan with reference to approved design brief and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project
4. Preparation of Site Plan clearly marking all the existing structures and

proposed structures/ additions/ alterations and demolitions if any

5. Preparation of all relevant documents/drawings/reports and assisting in obtaining approvals of Master Plan.
6. Demonstrate approach to Master Planning and Architecture showing vision for the project, design philosophy and strategic approach, including phasing.
7. Prepare and submit a report on site evaluation, state of existing buildings, if any and analysis and impact of existing and/ or proposed development. It will also include usage of existing structures/infrastructure for starting facilities of OPD and Diagnostics.
8. Preparation of proposal for Environment Impact Assessment (EIA)
9. Carry out volumetric study and urban form recommendations including pedestrian / vehicular movement and parking, bulk services systems and their impact to be identified and conceptual schemes suggested

### **CONCEPT DESIGNS**

1. Development of Building concept design/plans based on functional analysis and workflow analysis including preparation of space programming, design concept, concept for all services including equipment, interiors and exteriors, finishes etc.
2. Architectural Planning and Design for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
3. Interior design of various spaces for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
4. Preparation of 3D view/model, blow-ups of critical areas/computer walk through to substantiate the conceptual design
5. Planning & designing of ancillary and related medical support services such as Laundry, CSSD, Gas Manifold, Medical Waste Handling, Treatment And Disposal, Medical Gases Supply And Distribution, Air, Oxygen, Nitrogen, Vacuum (exhaust), Mortuary, Solid waste management system for individual buildings and entire campus.
6. The concept design should conform to codes, standards, legislations and statutory norms.
7. The Concept Designs shall be prepared considering the latest green building technologies, GRIHA rating etc.
8. Prepare a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls etc.
9. Preparation of drawings for Landscaping, horticulture etc.



10. Architectural Consultant to Provide required assistance in obtaining required statutory approvals/clearances for commencement of construction of the project.
11. Attending site meetings, coordination meetings and any other meetings as and when required till commencement of construction of the project.

### 3.3 Deliverables and Timelines

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

Sl. No	Deliverables	Time from the date of Start of Work (Months)
1	Master Plan & Concept Designs	2 (Two) calendar months
2	Other deliverables as per Scope of work given in clause 3.2	6 (Six) calendar months or till receipt of all statutory approvals & clearances required up to commencement of construction work.
Note: The above deliverables will overlap to conform to the phasing of the project as decided by HITES		

The Architectural Consultant shall supply 15 (fifteen) sets of drawings and 1 (one) soft copy of each in Dwg & PDF format to HITES. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A2 size. Drawings shall be prepared on AutoCAD.

### 3.4 Terms of Payment

#### 3.4.1 Honoraria:

HITES shall pay an honorarium of Rs. 5 lakhs each to the top five (5) bidders who score overall minimum 70 % marks or more in Technical Evaluation Criteria given under clause 4.2 of Technical Package Part-II. These honoraria shall be paid after opening of financial bids and award of work to the successful bidder. The payment shall be subject to deductions as per Indian tax laws.

#### 3.4.2 Assignment Fee :

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

Architectural Consultant is a consortium, the payment shall be made to the Lead member of the consortium only.

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

The Bidder shall note that this Fee is full and final and no other payment shall be made by HITES in this regard. Further, such a payment shall not bind HITES in any manner, whatsoever it may be. Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian tax laws.

### **3.4.3 Payments Terms**

Payments shall be made as per Clause-7 of Volume-III of the RFP. All the stage payments shall be done after acceptance of deliverables.

### **3.5 Performance Security**

- i. Successful Bidder shall furnish to HITES a security in the form of a performance bank guarantee for an amount of 5% [Five Percent] of the total Assignment Fee towards satisfactory performance of Architectural Consultant towards the Contract. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and shall be as per Form C provided in the RFP. The Performance Security shall be furnished within the time limit specified in Sub-clause 2.8.2.
- ii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Bid Security.
- iii. The said performance security shall be refunded within 60 days after the successful completion of the deliverables as per clause 3.3.

### **3.6 Sub-contracting**

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

### **3.7 Available Information**

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

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

Any other information available with HITES, which can help the Architectural Consultant during the Project, shall be shared by HITES with the Architectural Consultant at their discretion and at the request of the Architectural Consultant. However, Architectural Consultant may get done the survey/soil testing or any other

investigation as they may require, at their own costs through their own agencies. Reports of such surveys/testing shall be shared with HITES.

### **3.8 Quality Assurance**

The Architectural Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Architectural Consultant shall correspond to the international best practices.

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

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to HITES/MoHFW and HITES /MoHFW 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 HITES/MoHFW during the terms of the copyright and the Architectural Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HITES/MoHFW to give effect to and secure the abovementioned rights of HITES/MoHFW in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design or documents prepared by the Architectural 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 Architectural Consultant in connection with the Project.

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

### **3.10 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 Architectural Consultant shall be granted only necessary extension of time to cover the delay as caused by Force Majeure without

any financial repercussions.

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

### **3.11 Disputes and Arbitration**

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

## SECTION IV

### EVALUATION PROCESS AND CRITERIA

#### 4.1 Evaluation Process

- 4.1.1 The Technical Package Part I of those bidders, whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 2.2 in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. These will first be scrutinized and bidder's eligibility for the work will be determined.
- 4.1.2 The Technical Package Part II of only those bidders shall be opened who meet the qualifying requirements as per Clause 2.2 based on the documents submitted by them in Technical Package Part-I. The Bidders who are found eligible, shall be invited to make a presentation to the Evaluation Committee demonstrating the Methodology as given in Sr. No.3 of Clause 4.2
- 4.1.3 The Technical Proposal Part II shall be evaluated by the Evaluation Committee for the parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score.
- 4.1.4 Bidders securing minimum 70% marks overall shall be declared as technically successful bidders. Further, in case the number of technically successful bidders is more than five, then financial bids of only top five technically successful bidders shall be opened.
- 4.1.5 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring the next higher Technical Score ranked T-2 and so on.
- 4.1.6 In case of a tie, the bidder getting higher marks in the presentation will be ranked higher for Technical Evaluation.

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

Sl. No.	ATTRIBUTES			EVALUATION			Marks Awarded
1.	Financial Capability ( 5Marks)						
	(a)	Profit–Loss in last 5 Financial Years (2 Marks)		Bidder (Single Firm)	Bidder (consortium of two firms)		
			loss incurred in any 2 years only	½	¼	¼	
			loss incurred in any 1 year only	1	½	½	
			no loss incurred	2	1	1	
Note – Profit After Tax, Depreciation and Interest shall be considered for this purpose							
	(b)	Average Turnover in last 3 Financial	3 Marks	1 Marks if - Rs. 5 cr ≤ TAV< Rs. 10 cr			
				2 Marks if - Rs. 10 cr ≤ TAV< Rs. 20 cr			

	Years, TAV	3 Marks if - TAV ≥ Rs. 20 cr .	
	Note – For the purpose of this marking in case of a consortium, TAV of both the members shall be added • This Turnover should be from Consultancy Fee only.		
<b>2. a</b>	<b>Achievement of having designed Certified Green Building (5 Marks)</b>		
	Achievement of having designed Certified Green Building (for any Health-care Architectural work)	5 Marks for achievement of Platinum Rating (as per LEED) or GRIHA - 5 Star Rating in Green Building designs	
		3 Marks for achievement of Gold Rating (as per LEED) or GRIHA - 4 Star Rating in Green Building designs	
		1 Mark for achievement of Silver Rating (as per LEED) or GRIHA - 3 Star Rating in Green Building designs	
<b>2 b</b>	<b>Awards for any Health-care Architectural Project work (5 Marks )</b>		
	Awards for any Health-care Architectural Project work	Award from any of following Recognized Professional bodies – 1) AIA (The American Institute of Architects ) 2) IIA ( The Indian Institute of Architects) 3) RIBA ( Royal Institute of British Architects) 1 Mark for achievement of 1 Award 3 Marks for achievement of 2 Awards 5 Marks for achievement of 3 or more Awards	
<b>3.</b>	<b>Methodology &amp; Understanding of TOR (80Marks)</b>		
	<b>Note – This would be based upon presentations to be made by bidder considering the following but not limited to: –</b>		
	i. Demonstration of bidder's competence for providing required services for Master planning and Concept designing for this project based on previous project / projects ii. Proposed Approach and methodology for Master planning and Concept designing & integration of Teaching , Research and Healthcare facilities for this project iii. Design approach for creation of state of the art facility and advances in healthcare architecture for this project iv. Master planning and Concept designing for this project. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments & its connectivity, etc) and Stack diagram along with the concept design v. The Architects have to prepare 3D presentation or walkthrough from all the directions with precise detailing for the proposal		

	<p>vi. All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: NBCI for building design &amp; NABH for hospital design, etc.) and statutory requirements. However, all designs should be safe, efficient and cost effective</p> <p>vii. Architect's perception with respect to Landscaping, external services and green building parameters for Hospital.</p> <p>viii. Flow diagram in respect of Patient, staff, student, traffic etc.</p> <p><b><i>The Percentage (%) Marking parameters for the total 80 Marks w.r.t. Methodology &amp; Understanding of TOR is given below:</i></b></p>	
Sl. No.	Attributes	Marks (%)
1.	<b>Conceptual approach &amp; Methodology:</b> General overview of health care facilities in Indian context. Holistic and healing considerations	8
2.	<b>Planning:</b>	
a	Location and land utilization (Macro Zoning)	4
b	Schematic Flow Diagram. Zoning of Departments (Micro Zoning) -Hospital -Residential (Doctors, Nurses, Patients Relatives) Academic & Reserch	6
c	Space Programming	4
d	Planning grid and work grid (modules)	4
e	Activity relationship including placing of departments floor wise, horizontally or vertically	4
f	Circulation and walking distances for doctors, technicians and material.	4
g	Waiting areas, service areas and distribution of services and systems, parking- central or distributed at various places	4
h	Light and ventilation, solar heating and conservation of water and waste management system and maintenance.	4
i	Innovation In Design	4
j	Eco-friendly, sustainable architecture ( Adoption of Best Practices)	4
3.	<b>Construction, Design:</b>	

	a	Structural modules	3	
	b	Building materials -Construction system / techniques for efficiency. -Finishes -Local architectural features (if any)	5	
	c	Services modules Flexibility of Services systems for alterations /additions during functional periods	7	
		Services for efficiency of operation, maintenance. Architectonic statement - visual expression and quality of design		
	4.	<b>Environment:</b>	15	
	a	Indoor Outdoor Patients Relatives Doctors Nursing / Nurses Paramedics		
	b	Light, Ventilation aspects		
	c	Landscaping		
	d	Development of landscapes, gardens, should be proportionate to the scale of the building and population it serves.		
	e	Signage		
	5.	<b>Area analysis</b>	10	
		Direct use Circulation Services	10	
	6.	<b>Cost breakdown:</b>  Buildings Services (internal) Site Development, external services	5	
	7.	<b>Expansion Provisions</b>	5	
		<b>Total Marks (%)</b>	<b>100</b>	
<b>4.</b>	<b>Suitability of the Key Resource Personnel for the assignment (5 Marks)</b>			
	(a)	Team leader- Architect ( 3 Marks)		



	(b)	(i)	Education	1 Mark	½ Marks if Graduate Architect		
					1 Marks if Post-Graduate Architect		
		(ii)	Experience in Designing of Hospitals as Team leader (Hospital having at least 200 beds only shall be considered)	1 Mark	½ Mark if one hospital is designed		
					1 Mark if two or more hospitals are designed		
		(iii)	Overall Experience in field of Architecture	1 Mark	½ Mark for having at least 10 years' experience		
					1 Mark for having 10 years or more experience		
	<b>(b) Domain Specialist ( 2 Marks) (Outsourced or In-house)</b>						
		Specialist	Marks	Graduate or equivalent recognized qualification with min.5 yrs Experience	Post-Graduate or equivalent recognized qualification with min.5 yrs Experience	Total Marks	
	(i)	MEP Engineers	1/ 2	1/4	1/4		
	(ii)	Medical/ Hospital Consultant	1/ 2	1/4	1/4		
(iii)	Quantity Surveyors	1/ 2	1/4	1/4			
(iv)	Landscape Consultant	1/ 2	1/4	1/4			
<b>Note – (1) In case of a firm, the evaluation credentials of the owner or deputed team leader for the proposed project would be considered</b> <b>(2) Projected professional should possess recognized relevant qualifications in the corresponding domain</b> <b>(3) For Quantity Survey, MRICS will be treated equivalent to PG</b>							
<b>Out of 100</b>				<i>Final Marks Awarded</i>			

### Technical Bid

- 4.2.1 In preparing the technical Bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at their own risk and may result in rejection of their Bid.
- 4.2.2 The technical Bid should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:
- Corporate Qualifications:** Describe the firm's specific corporate qualifications, i.e. its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to bear in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Planning of world-class healthcare institutes. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates etc.

ii) **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.

iii) **Assignment of Professional Team:** The Bidder shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).

CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last twelve (12) years.

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

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

#### **4.3 Financial Bid**

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

#### **4.4 Submission of Bid**

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

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

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

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

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

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

The Bids shall be valid for a period of 180 days from the last date of its submission. During this period, the bidder shall keep available the professional staff proposed for the assignment.

#### **4.5 BID EVALUATION**

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

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

- 1) Demonstration of bidder's competence for providing required services for Master planning and Concept designing for this project based on previous project / projects
- 2) Proposed Approach and methodology for Master planning and Concept designing & integration of Teaching , Research and Healthcare facilities for this project
- 3) Design approach for creation of state of the art facility and advances in healthcare architecture for this project
- 4) Master planning and Concept designing for this project. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments & its connectivity, etc.) and Stack diagram along with the concept design
- 5) The Architects have to prepare 3D presentation or walkthrough from all the directions with precise detailing for the proposal
- 6) All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: NBCI for building design & NABH for hospital design, etc) and statutory requirements. However, all designs should be safe, efficient and cost effective
- 7) Architect's perception with respect to Landscaping, external services and green building parameters for Hospital.
- 8) Flow diagram in respect of Patient, staff, student, traffic etc.

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

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

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

$$S_f = 100 \times F_m (\text{Lowest financial Bid}) / F_o (\text{Other financial Bid})$$
- c. The representative's authorization shall be confirmed by written power of

attorney accompanying the Bid.

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

**Final Ranking:**

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

$$\text{Total Score (S)} = S_t \times T + S_f \times F$$

The bidder securing the highest total score (S) shall be declared successful and considered for award of work. In case of a tie, bidder with higher technical score will be considered for award of work

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

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

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

<b>Sl. No.</b>	<b>Document</b>	<b>No. of sets to Be submitted</b>	<b>Page no.</b>
<b>TECHNICAL PACKAGE PART I (Physical submission)</b>			
1.0	Form of Bid- (Form A)	(Original)	
2.0	Tender Processing Fee in the form of demand draft/payment receipt	(Original)	
3.0	Bid Security (Form B) in separate sealed envelope	(Original)	
4.0	Power of attorney for person signing the Bid (Form D)	(Original)	
5.0	Declaration for lead member of the consortium (Form E)	(Original)	
6.0	Consortium Agreement	(Original)	
7.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)	(Original)	
8.0	Initialed Bid Documents	(Original)	
9.0	Documentation of Experience of successfully completing projects of similar nature in the form T-I(A)	(Original)	
10.0	Details of Healthcare Projects completed in the Last Twelve Years meeting the eligibility criteria as per Clause 2.2 in the form T-1(B)	(Original)	
11.0	Performance Report certificate issued by client T-1(C)	(Original)	
12.0	Financial Information in Form T-I(D).	(Original)	
13.0	Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)	(Original)	
<b>TECHNICAL PACKAGE PART II (Physical submission)</b>			
14.0	Form T-2 – Details of the Team Leader & Team members	(Original)	
<b>FINANCIAL PACKAGE PART III (Physical submission)</b>			
15.0	Appendix-2	(Original)	

**FORM OF BID**

Page 1 of 3

To,

Vice President (ID)  
HLL Infra Tech Services Ltd. (HITES)  
B-14A, Sector-62  
Noida (U.P.), INDIA  
Pin Code-201307

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for Preparation of Master Plan and Concept Designs of the Proposed All India Institute of Medical Sciences at Gorakhpur (U.P.), INDIA.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold HITES responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this RFP for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications / amendments by HITES in the terms and conditions of the RFP.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not

include any such amount. We acknowledge the right of HITES, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

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

Note: (i). The Appendix forms part of the Bid

(ii) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....**2017**

**Signature** .....

Name..... in the capacity of .....  
 duly authorized to sign Bids for and on behalf of.....

Address .....

Telephone / Mobile No: .....

Witness – Signature

.....

Name .....

Address .....

Occupation .....

Telephone / Mobile No: .....

### APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	Five percent (5%) of the Total Contract Price, i.e. Assignment Fee.
ii	Date of commencement of work	From the date of issue of Letter of Award
lii	Time for completion from the date of issue of the Letter of Award	6 (Six) Months or till receipt of all statutory approvals & clearances required up to commencement of construction work. Time period for key deliverables is given in Terms of Reference.
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Architectural Consultant	60 days

Signature (Authorized Signatory)

Date .....

Name .....

Place .....

Address .....



## Form B- Format for Bid Security

Page 1 of 2

### FORM FOR BID SECURITY BANK GUARANTEE

KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called “the Bank”) are bound unto HLL Infra Tech Services Limited (hereinafter called “HITES”) in the sum of Rs.------(Rupees-----only) for which payment will and truly to be made to the said HITES, 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 -----  
-----

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

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

1. We further agree as follows:
  - a. That HITES 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 HITES and the Bidder.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
  - c. That any account settled between HITES and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this guarantee commences from the date hereof and shall remain in force till----- (date to be filled up) (up to 180 days from the closing date of submission of Bid or any extension thereof). (The said Bank guarantee shall be irrevocable and operative for a period not less than 45 days beyond the validity of the Bid)
  - e. That the expression ‘the Bidder’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
2. The conditions of this obligation are:
  - a. if the Bidder withdraws his Bid during the period of Bid Validity, or

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

We undertake to pay to HITES upto the above amount upon receipt of his first written demand, without HITES having to substantiate his demand provided that in his demand HITES 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 the witness

.....

Name of the Witness

.....

Address of the Witness

.....

Signature of .....

Authorized official of the Bank

Name of official ..... Designation .....

Stamp/Seal

of the Bank .....

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

Page 1 of 2

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE**

This deed of guarantee made this day of \_\_\_\_ between \_\_\_\_\_ Bank \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and HLL Infra Tech Services Ltd.(HITES) (hereinafter called "HITES" and the Client) of the other part.

WHEREAS HLL Infra Tech Services Ltd.(HITES), Noida has awarded the Contract for providing ----- to \_\_\_\_\_ (hereinafter called the Architectural Consultant). (Name of the Architectural Consultant)

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

1. Now we the undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee HITES the full amount of Rs. \_\_ as stated above.
2. On or before, the Architectural Consultant has signed the aforementioned Contract with HITES, the Bank is engaged to pay HITES, any amount up to and inclusive of the aforementioned full amount upon written order from HITES to indemnify HITES for any liability of damage resulting from any defects or shortcomings of the Architectural 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 HITES immediately on demand without delay without reference to the Architectural 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 Architectural Consultant. The Bank shall pay to HITES any money so demanded notwithstanding any dispute/disputes raised by the Architectural Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period of sixty days beyond the successful completion of all contractual obligation of Architectural Consultant.
4. At any time during the period in which this guarantee is still valid, if HITES agrees to grant a time extension to the Architectural Consultant or if the Architectural 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 HITES and at the cost of the Architectural Consultant.

**Form C**

Page 2 of 2

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

In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of --

----- (Month) **2017**

being herewith duly authorized.

For and on behalf of

The.....Bank.

Signature of authorized bank official

Name: .....

Designation: .....

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

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

\_\_\_\_\_

in the presence of :

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

**Form D- Format****For Power of Attorney for authorized signatory****Page 1 of 1****FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**

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

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

Dated this .....Day of .....2017

..... (Executants)

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

**Note:**

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

## Form E

### Format for Declaration of the Lead Member

Page 1 of 1

WHEREAS M/s HLL Infra Tech Services Ltd. (HITES) has invited Bids from the interested parties for providing -----  
-----.

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

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

NOW THIS DELARATION WITNESSETH THAT;

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

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

Dated this the .....Day of .....2017

..... (Executants)

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

**Note:**

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

**Form F****FORM OF CONTRACT AGREEMENT****Page 1 of 2**

This agreement is made at New Delhi on the \_\_\_\_\_ day of \_\_\_\_\_ **2017** Between HLL Infra Tech Services Ltd.(HITES) hereinafter called "HITES" of the one part and \_\_\_\_\_ (Name of the Architectural Consultant) (Address of the Architectural Consultant) of hereinafter called "the Architectural Consultant" of the other part.

WHEREAS HITES is desirous that certain Services should be provided and certain works should be executed for Preparation of Master Plan and Concept Designs of the Proposed All India Institute of Medical Sciences at Gorakhpur (U.P.), INDIA and has accepted a Bid by the Architectural Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

- 4.

**5. Obligation of the Architectural Consultant**

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

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

For and on behalf of the Architectural Consultant	For and on behalf of
HITES Signature of the authorized official	Signature of the
authorized official	

Name of the official	Name of the official
----------------------	----------------------

Stamp/Seal of the Architectural Consultant

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Architectural Consultant in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

on behalf of HITES in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

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

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

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



## INTEGRITY PACT

To,

Vice President (ID),  
HLL Infra Tech Services Ltd. (HITES),  
B-14A, Sector-62,  
Noida (U.P.)  
Pin Code– 201 307

Sub: Submission of Bid for the -----.

Dear Sir,

I/We acknowledge that HLL Infra Tech Services Ltd.(HITES) is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HLL Infra Tech Services Ltd. (HITES) (*Executing Agency*). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, HLL Infra Tech Services Ltd.(HITES) shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the  
relevant contract on behalf of the HITES**

## INTEGRITY AGREEMENT

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

### BETWEEN

HLL Infra Tech Services Ltd.(HITES), represented through, the Vice President (ID), HLL Infra Tech Services Ltd.(HITES) as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project (Hereinafter referred as the '**Executing Agency**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### AND

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

### Preamble

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

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

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

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

#### **Article 1: Commitment of the Executing Agency**

The Executing Agency commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Executing Agency, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Executing Agency will, during the Tender process, treat all Bidder(s) with equity and reason. The Executing Agency will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the

Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Executing Agency shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Executing Agency obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Executing Agency will inform the Chief Vigilance Officer of the Executing Agency and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)**

- (1) It is required that each Bidder/Architectural Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder/ Architectural Consultant commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder/ Architectural Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Executing Agency's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder/ Architectural Consultant will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder/ Architectural Consultant will not commit any offence under the relevant IPC/PC Act. Further the Bidder/ Architectural Consultant will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Executing Agency as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder/ Architectural Consultant of foreign origin shall disclose the names and addresses of representatives in India, if any. Similarly Bidder/ Architectural Consultant of Indian Nationality shall disclose names and addresses of foreign

representatives, if any.

- (3) The Bidder/ Architectural Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder/ Architectural Consultant will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) Bidder/ Architectural Consultant will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- (1) If the Bidder/ Architectural Consultant, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Executing Agency after giving

14 days' notice to the Bidder/ Architectural Consultant shall have powers to disqualify the Bidder/ Architectural Consultant from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Architectural Consultant from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Executing Agency. Such exclusion may be forever or for a limited period as decided by the Executing Agency.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Executing Agency has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Executing Agency apart from exercising any legal rights that may have accrued to the Executing Agency, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Architectural Consultant.
- (3) Criminal Liability: If the Executing Agency obtains knowledge of conduct of a Bidder/

Architectural Consultant, or of an employee or a representative or an associate of a Bidder or Architectural Consultant which constitutes corruption within the meaning of IPC Act, or if the Executing Agency has substantive suspicion in this regard, the Executing Agency will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Architectural Consultant as deemed fit by the Executing Agency.
- (3) If the Bidder/ Architectural Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Executing Agency may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders**

- (1) The Bidder/Architectural Consultant undertake(s) to demand from all his sub-consultants commitment in conformity with this Integrity Pact. The Bidder/ Architectural Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of his sub-consultants.
- (2) The Executing Agency will disqualify Bidders, who do not submit, the duly signed Pact between the Executing Agency and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. For successful bidder/architectural consultant, it shall be valid upto 12 months after the completion of work under the contract and for all other bidders, the validity shall be till the Contract has been awarded.

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

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

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Executing Agency, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.

- (3) If the Bidder/Architectural Consultant is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Executive Agency in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....

(For and on behalf of Executing Agency)

.....

(For and on behalf of Bidder/Architectural Consultant)

WITNESSES:

3. ....

(Signature, name and address)

4. ....

(Signature, name and address) Place:

Dated :

## APPENDIX 1

### Formats for Technical Bid

#### FORM – –T-1(A)

#### DETAILS OF THE ASSIGNMENTS OF SIMILAR NATURE MEETING THE ELIGIBILITY CRITERIA AS PER CLAUSE 2.2 COMPLETED IN THE LAST TWELVE YEARS

S. No.	Name of Project/Location	Name and Address of Client	Assignment Value	Services Provided	Start Date	Completion Date

**FORM – T-1(B)**

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

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

<b>Name of assignment &amp; location</b>			Page No. of RFP for cross referencing and verification of information
<b>Project detail</b>	No. Of beds	Area	
<b>Commencement date</b>	Scheduled	Actual	
<b>Completion Date of Physical completion of work at site</b>	Scheduled	Actual	
<b>Reasons for delay, if any</b>			
<b>Services Provided</b>	Master Planning		
	Concept Designing		
	Architectural designs		
	Structural designs		
	MEP designs		
	Quantity Surveying		
	Any other Services		
<b>Name of Associated firm(s), if any</b>			
<b>Services provided by the Associated firm(s)</b>	Master Planning		
	Concept Designing		
	Architectural designs		
	Structural designs		
	HVAC designs		
	Electrical designs		
	Quantity Surveying		
	Equipment planning		
	Any other		
<b>Name of Senior Staff (Project Director, team leader) involved &amp; functions performed</b>			
<b>Narrative description of project</b>	Use up to a quarter page		



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

### Signature

#### Note:

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

**FORM – –T-11****FORMAT OF WORK EXPERIENCE CERTIFICATE (issued by Client)**

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

Dated: \_\_\_\_\_

Signature :

Name :

Designation :

RFP AIIMS GORAKHPUR (U.P.)



Contact No. :

Email-id :

Executive Engineer or Equivalent

**FORM --T-1(D)**

### Financial Capacity of the Bidder

(Rs. In lacs)/ US dollars

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

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

**Certificate from the Statutory Auditors**

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

Name of the audit firm:  
Seal of the audit firm

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

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

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

**UNDERTAKING**

*(Should be provided on non-judicial stamp paper duly notarized of appropriate value)*

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby confirms M/s \_\_\_\_\_ have not been blacklisted/debarred by any State/Central Government/ Agency/Public Sector Undertaking as on the last date of submission of the bids.
3. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HITES.

Signed by an Authorised Officer of the Bidder

**FORM T-2****QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS**

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

Note: Use separate sheet for each client

Name: Designation:  
(To be signed by authorized signatory)

**Appendix-2**  
**Financial Bid Submission Form**

FROM:

TO:

Subject: "Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA"

**We, the undersigned, offer to "Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (UP), INDIA" in accordance with your Request for Proposal. Our Financial Bid is as below -**

<b><i>In figure (INR)</i></b>	
<b><i>In Words (INR)</i></b>	

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

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

Signature\_\_\_\_\_

(Authorized Signatory)

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

Designation\_\_\_\_\_

Address\_\_\_\_\_

**Proposed Site**

**(Mahadev Jharkhandi Part-II, Tehsil Sadar at Gorakhpur (U.P), INDIA)**





**HLL INFRA TECH SERVICES LTD. (HITES)**  
**as**  
**Executing Agency of**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**Invites Request for Proposal (RFP)**  
**of**  
**“Appointment of Architectural Consultant for Preparation of**  
**Master Plan & Concept Designs for proposed All India Institute**  
**of Medical Sciences**  
**at**  
**Gorakhpur (UP), INDIA”**

**RFP Document**  
**Volume – II**  
**General Conditions of Contract**



**(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)**

B-14A, Sector – 62,  
NOIDA (UP) -201307

Phone no: 0120-4071500, Fax no: 0120-4071513

## Volume II

### **General Conditions of Contract**

#### **1. DEFINITIONS**

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

- 1.1. "Assignment"** means the work to be performed by the Architectural Consultant pursuant to the Contract.
- 1.2. "Authorized Representative"** shall mean the representatives of "HITES" and/or Architectural Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3. "Contract"** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client's Requirements, Architectural Consultant's Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4. "Day"** means calendar day.
- 1.5. "Architectural Consultant"** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.
- 1.6. "Government"** means the Government of India.
- 1.7. "MoHFW "** means Ministry of Health & Family Welfare, Govt. of India
- 1.8. "HITES"** shall mean HLL Infra Tech Services Ltd.(HITES) having its registered office B-14A, Sector-7, Noida-U.P. Pin; 201307 who has been appointed by MoHFW as Executing Agency for this project and who will supervise the work of Architectural Consultant for which this RFP has been invited
- 1.9. "Parties"** means HITES and Architectural Consultant, each one individually referred to as Party.
- 1.10. "NIT" or "Notice Inviting Tender"** (Section 1 of RFP) means the Notice Inviting Tender issued by HITES which provides bidders with information needed to prepare their bids.
- 1.11. "Bids"** means the Technical and Financial Proposal submitted by the Bidder with the RFP
- 1.12. "Project Monitoring Committee"** means the Committee set up by HITES for the purpose of Monitoring of progress of the Project
- 1.13. "Project"** shall mean setting up of AIIMS including commissioning and stabilizing with providing Consultancy for Preparation of Master Plan & Concept Designs of

the Proposed All India Institute of Medical Sciences at Gorakhpur, U.P., INDIA including but not limited to the Preparation and Development of Master plan & Concept Designs for the proposed AIIMS for which Architectural Consultant is to provide Services in accordance with and as per the terms and conditions of this Agreement.

- 1.14. “RFP”** means the Request for Proposal prepared by HITES for the Selection of Architectural Consultants.
- 1.15. “Services”** shall mean the services to be provided by the Architectural Consultant as per the scope of work for the Project
- 1.16. “Start of Work”** shall mean the date of commencement of works by the Architectural Consultant.
- 1.17. “Terms of Reference” (TOR)** means the document included in the RFP in volume I section 3.

## **2. INTERPRETATION**

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

## **3. SERVICES TO BE PERFORMED**

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

## **4. DRAWINGS AND DOCUMENTS**

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

The Architectural Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HITES and

any such act without the permission of HITES 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 HITES on or before the cancellation of the selection process shall become the property of HITES and the Bidders shall have no claim on such documents/design.

## **5. GUARANTEES AND LIABILITIES**

### **5.1. General**

The Architectural Consultant shall render the services in accordance with the Standards for Fitness for Purpose.

Architectural Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Architectural 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 Design and Architectural defects and suitable for respective uses intended.

### **5.2. Liability of the Architectural Consultant**

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

### **5.3. Performance Security**

- i. The Architectural Consultant shall submit an irrevocable Performance Security of 5% (Five percent) of the agreed contracted amount in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 15days of issue of letter of Award. This period can be further extended by HITES upto a maximum period of seven days on written request of the Architectural Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HITES. This Security shall be in the form of Deposit at Call receipt of any Schedule bank/Banker's Cheque of any schedule bank/Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form-C annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Architectural Consultant to the Government as part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Architectural Consultant and the

Architectural Consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

## **6. ABANDONMENT OF WORK**

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

made to him over and above what is due in terms of this agreement.

## **7. ASSIGNMENT FEES**

HITES shall pay to the Architectural Consultant, an Assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, except service tax as applicable. In respect of service tax, same shall be paid by the Architectural Consultant to the concerned department and it will be reimbursed to them by HITES after satisfying that it has been actually and genuinely paid by the Architectural Consultant. No extra cost shall be admissible for any modification in designs as per site requirement or HITES requirement. No variation in contract price shall be admissible whatsoever may be the reason.

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

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

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

## **8. LIQUIDATED DAMAGES**

In case the Architectural Consultant is unable to adhere to the schedule as specified in the TOR, the Architectural Consultant will be levied liquidated damages at the rate of half percent of the Assignment Fees for the Works for each week the Architectural Consultant is in default subject to a maximum of 5% of the total Contract Value i.e., the Assignment Fee. In case of the Architectural Consultant failing to pay the Liquidated damage charges, the same shall be adjusted by HITES from the performance security submitted by the Architectural Consultant.

## **9. EXTENSION OF TIME**

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

time.

## **10. VARIATION CLAUSE**

The work shall be awarded on lump-sum basis. Total tentative area for the facilities required to be set up is as listed in Clause 4.1, Volume-III of the RFP is 1,46,631 sqm. This area is indicative. A variation of  $\pm 10\%$  on the Total Indicative area is permissible. In case the area is beyond the permissible variation then the Architectural Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional requirements.

Any variation to attain fitness for purpose within the scope of works shall be met by the Architectural Consultant without any extra cost. In case HITES asks for additional facilities to be created then payment for same will be made on pro-rata basis only for the area in excess of the allowable 10% variation over and above the total indicative area.

HITES reserves the right to reduce the facilities required to be created and the fee will be adjusted downward on pro-rata basis.

## **11. INSURANCE : Deleted**

## **12. INDEMNITY**

- 12.1.** Architectural Consultant, without prejudice to any other remedy in the Contract, shall hold harmless and indemnify HITES and its agents, against any claims or liability because of personal injury or death of any employee of Architectural Consultant and arising out of or in consequence of the performance of this Agreement.
- 12.2.** HITES shall not be responsible for any loss or damage to property of any kind belonging to Architectural Consultant or its employees, servants or agents.
- 12.3.** Architectural Consultant shall hold harmless and indemnify HITES against any claim or liability arising in respect of:
  - a) Injury to or death of Architectural Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and
- 12.4.** HITES undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Architectural Consultant, sub consultants and specialists associated with them for the Project.

## **13. INDEMNITY FOR CLAIM AGAINST PATENTS**

Architectural Consultant shall indemnify and hold HITES harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against HITES by third parties in respect of any infringement of any patent or registered

design or any similar rights resulting from the use of any technical information, data or process or design belonging to Architectural Consultant and furnished to HITES.

#### **14. CONFIDENTIALITY**

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

#### **15. FORCE MAJEURE**

- 15.1.** For the purposes of this Agreement, “Force Majeure” means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 15.2.** Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.
- 15.3.** The Architectural Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 15.4.** Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 15.5.** Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

#### **16. STATUTORY REQUIREMENTS**

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

#### **17. CHANGES AND ADDITIONS IN ARCHITECTURAL CONSULTANT’S SCOPE OF WORK**

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

#### **18. CONTRACT PERIOD**



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

## 19. CONFLICT OF INTEREST

- 19.1.** HITES requires that Architectural Consultant provides professional, objective, and impartial advice and at all times hold HITES's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 19.2.** Without limitation on the generality of the foregoing, Architectural Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:
- (i) **Conflicting activities;** A firm that has been engaged by HITES to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
  - (ii) **Conflicting assignment/job;** A Architectural Consultant (including its Personnel and Sub- Architectural Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Architectural Consultant to be executed for the same or for another HITES. For example, a Architectural Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Architectural Consultant assisting a HITES in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Architectural Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.**
  - (iii) **Conflicting relationships;** A Architectural Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of HITES's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HITES throughout the selection process and the execution of the Contract.

## **20. PUBLICATION**

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

## **21. SUSPENSION & TERMINATION**

### **21.1. Suspension**

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

### **21.2. Termination**

#### **21.2.1. Termination on account of Force Majeure**

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

#### **21.2.2. Termination on account of insolvency**

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

#### **21.2.3. Termination for unsatisfactory performance**

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

#### **21.2.4. Time is the essence of the Contract**

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

#### **21.2.5. Consequences of termination**

In all cases of termination herein set forth, the obligation of HITES to pay for

Architectural Consultant's performance shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

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

## **22. ASSIGNABILITY**

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

## **23. DISPUTE RESOLUTION**

**23.1.** Except as otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of services rendered for the works or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the Architectural Consultant considers any work demanded of him to be outside the requirements of the contract or disputes on any drawings, record or decision given in writing by HITES on any matter in connection with arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request VP (ID), HITES in writing for written instruction or decision. There upon, the VP (ID), HITES shall give his written instructions or decision within a period of one month from the receipt of the Architectural Consultant's letter. If the VP (ID), HITES fails to give his instructions or decision in writing within the aforesaid period or if the Architectural Consultant(s) is dissatisfied with the instructions or decision of the VP (ID), HITES, the Architectural Consultant may, within 15 days of the receipt of decision, appeal to the CEO, HITES who shall offer an opportunity to the Architectural Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The CEO, HITES shall give his decision within 30 days of receipt of Architectural Consultant's appeal. If the Architectural Consultant is dissatisfied with this decision, the Architectural Consultant shall within a period of 30 days from receipt of this decision, give notice to the Chairman & Managing Director, HITES for appointment of

arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of sub-Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman & Managing Director, HITES within 30 days from the receipt of request from the Architectural Consultant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman & Managing Director, HITES of the appeal. It is also a term of this contract that no person other than a person appointed by such Chairman & Managing Director, HITES as aforesaid should act as arbitrator. It is also a term of the contract that if the Architectural Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from HITES that the final bill is ready for payment, the claim of the Architectural Consultant shall be deemed to have been waived and absolutely barred and HITES shall be discharged and released of all liabilities under the contract and in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Delhi. The fee of the arbitrator, if any, shall be paid before the award is made by both the parties on fifty percent each basis. The cost of the reference and of the award shall be at the discretion of the arbitrator who may direct the parties about by whom and in what manner, such costs or any part thereof shall be paid and fixed or settle the amount of costs to be so paid.

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

#### **24. JURISDICTION & APPLICABLE LAW**

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

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

#### **25. NOTICES**

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

#### **26. INDEPENDENT AUDIT**

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

#### **27. LANGUAGES & LAW**

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

## **28. ASSIGNMENT & SUB-CONTRACTS**

- 28.1.** The Architectural Consultant shall not, without the written consent, of HITES assign/sub-contract the complete/part work to any other consultant/agency .
- 28.2.** The Architectural Consultant shall not without the written consent of HITES initiate or terminate any sub-contract for performance of all or part of the Services.

## **29. STANDARDS OF ETHICS**

HITES desires that the Architectural Consultants shall observe the highest standard of ethics during the execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
- “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,
- “Collusive practice” means a scheme or arrangement between two or more Architectural Consultants, with or without the knowledge of HITES, designed to establish prices at artificial noncompetitive levels.
- “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) It is further provided that :-
- (i) HITES will annul/terminate the Contract if it determines that the Architectural Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;
  - (ii) HITES will declare a Architectural Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the Architectural Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

## **30. ARCHITECTURAL CONSULTANT’S ACTION REQUIRING HITES’S PRIOR APPROVAL.**

Architectural Consultant shall obtain HITES’s prior approval before taking any actions wherever required.

## **31. ARCHITECTURAL CONSULTANTS’ PERSONNEL**

### **31.1. Removal and/or Replacement of Personnel**

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

## **32. NUMBER OF DOCUMENTS & COPY RIGHT**

- 32.1.** All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. The Architectural Consultant shall supply 15 (fifteen) sets and 1 (one) soft copy of each of drawing to HITES in dwg & PDF Format. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A2 size. Drawings shall be prepared on CAD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of HITES/MoHFW.
- 32.2.** The drawings cannot be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HITES and / or his authorized representative.

## **33. GENERAL**

- 33.1.** The Architectural Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 33.2.** HITES will have the liberty to supervise and inspect the work of Architectural Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 33.3.** All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices and NABH for hospital design, etc.



- 33.4.** The Architectural Consultant shall render full assistance, guidance and advise in general to HITES on any matter concerning the technical aspects of the project.
- 33.5.** The Architectural Consultant shall promptly notify HITES of any change in the Constitution of his firm. It shall be open to HITES to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to HITES. But until its termination by HITES as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 33.6.** The Architectural Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Architectural Consultant and give related advice regarding the project.
- 33.7.** The professional fees of the Architectural Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in clause 3.4.1 of the RFP.
- 33.8.** Architectural Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 33.9.** The Architectural Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 33.10.** Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 33.11.** The Architectural Consultant shall inform HITES about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtains prior written approval of HITES for such engagement. However, the Architectural Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 33.12.** The Architectural Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 33.13.** It shall be responsibility of the Architectural Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 33.14.** The Architectural Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any



proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.

- 33.15.** The drawings, design, related details, and specifications prepared and acquired by the Architectural Consultant for the work entrusted to him under this agreement shall become the property of HITES. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project without the prior permission of HITES.
- 33.16.** The Architectural Consultant shall not assign, sub-let, transfer any obligation or right of the Architectural Consultant under this agreement without the written consent of HITES.
- 33.17.** Without prejudice to any other remedy available in the Contract, the Architectural Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HITES in defending themselves against such claims.
- 33.18.** The Architectural Consultant shall be liable to HITES for the performance of the services in accordance with the provisions of the Contract subject to a maximum of 10% of the total Assignment fee.

**HLL INFRA TECH SERVICES LTD. (HITES)**

**as**

**Executing Agency of**

**MINISTRY OF HEALTH & FAMILY WELFARE**

**Invites Request for Proposal (RFP)**

**of**

**“Appointment of Architectural Consultant for Preparation of  
Master Plan & Concept Designs for proposed All India Institute  
of Medical Sciences  
at  
Gorakhpur (U.P) INDIA”**

**RFP Document: Volume –III**

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



**(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)**

**B-14A, Sector – 62,  
NOIDA (UP) -201307**

**Phone no: 0120-4071500, Fax no: 0120-4071513**

## VOLUME III

### SCOPE OF WORK, CLIENT REQUIREMENTS & SCOPE OF SERVICES

#### 1.0 BRIEF SCOPE OF WORK OF THE ARCHITECTURAL CONSULTANT

The nature of services to be provided by the Architectural Consultant will include Master Planning & Concept Designing of the proposed facility to develop it as a world class facility for healthcare, research & teaching. Scope will inter alia include preparation of the Master plan and Concept Designs for all the various buildings, based on user's requirements & needs for the All India Institute of Medical Sciences (AIIMS) proposed to be set up at Gorakhpur (U.P), INDIA. The designs and drawings should comply to GRIHA 5- Star, Version 3 rating or as per latest revision

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

##### **MASTER PLAN:**

1. Interaction with Client, Assessment of client's requirements.
2. Prepare Design Brief Document with functional requirements.
3. Prepare and submit conceptual designs & master plan with reference to approved design brief and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project
4. Preparation of Site Plan clearly marking all the existing structures and proposed structures/ additions/ alterations and demolitions if any
5. Preparation of all relevant documents/drawings/reports and assisting in obtaining approvals of Master Plan.
6. Demonstrate approach to Master Planning and Architecture showing vision for the project, design philosophy and strategic approach, including phasing.
7. Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development. It will also include usage of existing structures/infrastructure for starting facilities of OPD and Diagnostics.
8. Preparation of proposal for Environment Impact Assessment (EIA)
9. Carry out volumetric study and urban form recommendations including pedestrian / vehicular movement and parking, bulk services systems and their impact to be identified and conceptual schemes suggested

##### **CONCEPT DESIGNS**

1. Development of Building concept design/plans based on functional analysis and workflow analysis including preparation of space programming, design

concept, concept for all services including equipment, interiors and exteriors, finishes etc.

2. Architectural Planning and Design for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
3. Interior design of various spaces for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
4. Preparation of 3D view/model, blow-ups of critical areas/computer walk through to substantiate the conceptual design.
5. Planning & designing of ancillary and related medical support services such as Laundry, CSSD, Gas Manifold, Medical Waste Handling, Treatment And Disposal, Medical Gases Supply And Distribution, Air, Oxygen, Nitrogen, Vacuum (exhaust), Mortuary, Solid waste management system for individual buildings and entire campus.
6. The concept design should conform to codes, standards, legislations and statutory norms.
7. The Concept Designs shall be prepared considering the latest green building technologies, GRIHA rating etc.
8. Prepare a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls etc.
9. Preparation of drawings for Landscaping, horticulture etc.
10. Architectural Consultant to Provide required assistance in obtaining required statutory approvals/clearances for commencement of construction of the project.
11. Attending site meetings, coordination meetings and any other meetings as and when required till commencement of construction of the project.

#### **DRAWINGS FOR STATUTORY APPROVALS**

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

#### **2.0 PROPOSED BUILDINGS AND SERVICES**

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

- c) Research and teaching are equally important part of the proposed facility.
- d) Provision shall be made for providing latest diagnostic equipment (For space planning within Hospital in particular)
- e) All proposed services shall have to be scalable and future ready

**Campus shall have following facilities:**

1. Hospital: Super Specialty Hospital, Trauma Centre, AYUSH Centre, Rehab block support services & allied facilities, Basement Parking.
2. A Medical College with intake of 100 MBBS students every year. ( Teaching Block, Admin Block, Auditorium, Nursing College, Night shelter & related facilities)
3. Residential facilities: (Housing of various types, Guest House, Director's Bungalow, PG/UG Boys & Girls Hostels, Nursing Hostels )
4. School of Public Health , Nursing College (Independent Block) , Paramedic Institute, Dental College (Only for master planning)

• **HOSPITAL :**

The Hospital shall comprise the following departments/blocks:

**a. Specialty Departments - 320 Beds**

DEPARTMENTS	Beds
Surgical & Allied Specialties	
• General Surgery	55
• Orthopedics	30
• Ophthalmology	20
Medicine & Allied Specialties	
• General Medicine	55
• Pediatrics & Neonatology (35+20)	55
• Dermatology & STD	10
• Psychiatry	10
Obstetrics & Gynecology	
• Obstetrics	55
• Postpartum	
• Gynecology	
PMR	10
ENT	20

**b. Super Specialty Departments - 300 Beds**

Departments	
• Cardiology	30
• Cardio-thoracic Vascular Surgery (CTVS)	30

• Gastroenterology	30
• Nephrology	30
• Urology	30
• Neurology	25
• Neuro-surgery	30
• Medical oncology	25
• Surgical oncology	25
• Endocrinology	20
• Pediatrics Surgery	25

**c. Other Facilities - 130 Beds**

• Intensive Care Unit (ICUs) & Critical Care (Specialty 25+Super Specialty 25)	50
• AYUSH Facilities including Herbal Garden	30
• Trauma & Emergency of adequate capacity	30
• Paid Beds	20

**TOTAL Beds = 750 Beds**

**Note:**

- Number of ICU beds & Operation Theaters shall be as per International norms & best practices
- Corresponding diagnostic facilities for each of these departments shall be provided
- Trauma& Emergency Centre shall have adequate capacity
- AYUSH Centre may be treated as a separate block/entity
- Support Services and Allied Facilities shall be determined and provided as appropriate to make the Hospital functional
- Night Shelter / Patient Guest House (Dharamshala) and other support facilities for patients and caregivers
- Parking for Ambulances/emergency vehicles, Doctors and other staff, patients and visitors etc.

• **INSTITUTIONAL**

- Medical College (incl. Nursing College)
- School of Public Health (only for Master Plan)
- Other facilities
  - Administrative Block

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

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

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

### 3.0 Project Cost:

The total estimated project cost of construction is INR 785 crores. This estimated cost is for all works of Civil & Internal Services, External Development, PHE & Fire-fighting, Electricals, HVAC, Gas Manifold, IT System & Services, Communication Facilities, Interiors, Fixed Furniture for Hospital Block, Furniture for Auditorium Complex, Loose & Fixed furniture for Administrative Block & Medical College etc.

## 4.0 SUGGESTED AREA/ NUMBER STATEMENT

### 4.1 AREA

A **land parcel of 112 acres** has been identified for the establishment of the proposed AIIMS. The indicative Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. The proposed area details for

various facilities are as given below which are for guidance only:

Sl. No.	Buildings/Facilities	Tentative Area
1.	Hospital, Medical College/Teaching, Institutional, including Services and related facilities	90000 sqm
2.	Residential and Hostels incl. Night Shelter	56631 sqm

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

Sl. No.	Facility	Indicative Detail	Remarks
1	Main Hospital Building with basement		Configuration of building has to take into consideration geographical location and climatic conditions. Area for services for these facilities is also to be catered to. The Hospital is to conform with JCI accreditation norms
2	AYUSH Building.		
3	Trauma & Emergency Centre		
4	Medical College		To conform to norms prescribed by Medical Council of India
5	Nursing College		
6	Administrative block		
7	Auditorium Complex		Auditorium should have a seating capacity of 500 seats besides ancillary facilities like lobby, projection room, sound room/ change rooms etc./ kitchen/ pantry/ dining area, meeting rooms & smaller seminar halls. This should have at least two Conference rooms of capacity 150 & 100 seats each.
8	PG Hostel	Occupancy of 600	For boys & girls with dining halls, recreation room and married



			accommodation with Kitchenette and attached toilet
9	UG Hostel	Occupancy – Girls -120, Boys -246	Two hostels for boys; One hostel for Girls (with Dining Hall & Recreation room)
10	Nursing Student's Hostel	Occupancy –288	
11	Working Nurses Hostel	Occupancy –144	
11	Night shelter/ Dharamshala	Occupancy – 150	This is required for family members who accompany patients
12	Guest House	Rooms – 15	Guest house shall have 18 single rooms, 6 suites & 2 Special suites
13	Residential –(Areas as per MoUD Norms)	Total 172 Dwelling units	Accommodation to be designed to provide adequate covered and open parking
a	Director's Bungalow	1 No.	
b	Type-V	24 Nos.	
c.	Type-IV	21 Nos.	
d.	Type-III	18 Nos.	
e.	Type-II	108 Nos.	
14	Ancillary buildings as required for Medical & Engineering services, mortuary etc.	Have to be of adequate size to serve design purpose and should be scalable	As per functional requirements including Engineering workshops
15	Other facilities required		Community hall, Crèche, Local shopping Centre(s), Transit

			Accommodation, International Scholar Accommodation, Student Centre, Faculty Club (with Lounge, Dining, Reading and Gymnasium facility preferably attached to Guest House), Swimming Pool, Sports & recreation facilities, Helipad for Rapid Patient Transfer, Fire Station, Stores
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## 5.0 DETAILED SCOPE OF WORK

The nature of services to be provided by the Architectural Consultant will include Master Planning & Concept Designing of the proposed facility to develop it as a world class facility for healthcare, research & teaching. Scope will inter alia include preparation of the Master plan and Concept Designs for all the various buildings, based on user's requirements & needs for the All India Institute of Medical Sciences (AIIMS) at proposed to be set up at Gorakhpur (U.P), INDIA. The designs and drawings should comply to GRIHA 5- Star, Version 3 rating or as per latest revision

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

### MASTER PLAN:

#### MASTER PLAN:

1. Interaction with Client, Assessment of client's requirements.
2. Prepare Design Brief Document with functional requirements.
3. Prepare and submit conceptual designs & master plan with reference to approved design brief and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project
4. Preparation of Site Plan clearly marking all the existing structures and proposed structures/ additions/ alterations and demolitions if any
5. Preparation of all relevant documents/drawings/reports and assisting in obtaining approvals of Master Plan.
6. Demonstrate approach to Master Planning and Architecture showing vision for the project, design philosophy and strategic approach, including phasing.
7. Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development. It will also include usage of existing structures/infrastructure for starting facilities of OPD and Diagnostics.
8. Preparation of proposal for Environment Impact Assessment (EIA)

9. Carry out volumetric study and urban form recommendations including pedestrian / vehicular movement and parking, bulk services systems and their impact to be identified and conceptual schemes suggested

### **CONCEPT DESIGNS**

1. Development of Building concept design/plans based on functional analysis and workflow analysis including preparation of space programming, design concept, concept for all services including equipment, interiors and exteriors, finishes etc.
2. Architectural Planning and Design for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
3. Interior design of various spaces for the Hospital, Medical College, Institutional, Residential Areas and related ancillary buildings
4. Preparation of 3D view/model, blow-ups of critical areas/computer walk through to substantiate the conceptual design
5. Planning & designing of ancillary and related medical support services such as Laundry, CSSD, Gas Manifold, Medical Waste Handling, Treatment And Disposal, Medical Gases Supply And Distribution, Air, Oxygen, Nitrogen, Vacuum (exhaust), Mortuary, Solid waste management system for individual buildings and entire campus.
6. The concept design should conform to codes, standards, legislations and statutory norms.
7. The Concept Designs shall be prepared considering the latest green building technologies, GRIHA rating etc.
8. Prepare a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls etc.
9. Preparation of drawings for Landscaping, horticulture etc.
10. Architectural Consultant to Provide required assistance in obtaining required statutory approvals/clearances for commencement of construction of the project.
11. Attending site meetings, coordination meetings and any other meetings as and when required till commencement of construction of the project.

### **DRAWINGS FOR STATUTORY APPROVALS**

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

## **6.0 DELIVERABLES**

### **a. Master Plan**

1. Prepare requirements for Master Plan in consultation with stakeholders and analysis of site, topographic features, climatic conditions, geographical location and other relevant context.
2. Conduct volumetric study and make urban form recommendations including pedestrian/vehicular movement and parking for various functional needs, such as patients, visitors, doctors, students, services, emergency vehicles, fire fighting vehicles etc. Develop Urban Form 3-D massing proposal for approval.
3. Prepare Master plan with guidelines for volumetric and façade controls, drainage and traffic movement incorporating Urban Form proposal.
4. Submit Final Master Plan based on the inputs from development of conceptual architectural design studies and the stakeholders and finalize controls, circulation, guidelines and other aspects of Master Plan.
5. Obtain Approval of Master Plan from HITES & assist HITES in getting environment clearance or any other clearance that may be required to be obtained before proceeding further.

### **b. Concept Designs**

#### **1. General**

- i. Ascertain HITES's requirements in consultation with various stakeholders examine site constraints & potential and document Detailed Project Requirements (physical spaces and functional activities).
- ii. Prepare & submit Report about the site after evaluation of the-state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- iii. Prepare & submit a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls.
- iv. Demonstrate approach to Master Planning and Architecture Design through Conceptual Designs showing vision for the project, design philosophy and strategic approach, including phasing and movement of patients/medical professionals.
- v. Prepare & submit report on measures required to be taken to

mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs, especially in respect of drainage, disasters and environmental issues.

- vi. Prepare & submit Design Brief Document encapsulating the above for HITES's approval.
- vii. It is also a term of the assignment that the cost of the design shall be within the estimated project cost.

## **2. Conceptual Architectural Design**

- i. Review detailed requirements for various physical facilities and ensure their adequacy for healthcare, research and teaching functions.
- ii. Prepare and submit conceptual architecture design of all buildings for approval of HITES, conforming to the detailed requirements.
- iii. Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services)
- iv. Determine the utility /load requirements and prepare & submit Design Basis Report for all the required services
- v. Prepare the concept design for the utilities.
- vi. Preparation & submission of SLD and preliminary drawings for all the services
- vii. Submission of special services and equipment plan including space planning (Special services like - Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling, treatment and disposal, medical gases supply and distribution, air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management)

## **3. Preliminary Cost Estimates**

Prepare and submit preliminary cost estimates based on standard norms as per method prescribed by Central Public Works Department (CPWD), Govt. of India taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.

## **4. Final Master Plan, Concept Designs and Cost Estimates**

- i. Prepare final Master Plan & Concept Designs including the site use plans for the approval of HITES. This shall include preparation of individual floor plans for all the buildings/blocks alongwith their elevations, sections for approval.
- ii. Modify the Master Plan & Concept Designs and cost estimates after incorporating any changes, as may be suggested by HITES.

## 7.0 TIME AND PAYMENT SCHEDULE:

The Time lines for the Architectural works are as follows:

Sl. No	Deliverables	Time from the date of Start of Work (Months)
1	Master Plan & Concept Designs	2 (Two) calendar months
2	Other deliverables as per Scope of work given in clause 3.2	6 (Six) calendar months or till receipt of all statutory approvals & clearances required up to commencement of construction work.
Note: The above deliverables will overlap to conform to the phasing of the project as decided by HITES		

For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the Architectural Consultant.

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

### Milestone and Payment Terms:

Sl. No.	Key Deliverables	Stage Wise Payment	Cumulative Payment
1.	Finalization & Approval of Master Plan	20%	20%
2	Finalization & Approval of Concept Designs	20%	40%
3	Finalization & Approval of Cost Estimates	10%	50%
4	Submission of Final Master Plan, Concept Designs, Design Basis Report, 3-D Model, Walkthrough, cost estimates & other documents/ drawings/ reports etc. as per scope of work	30%	80%
5	On completion of assistance incl. site visits till approval of all statutory clearances required up to commencement of construction work & other contractual obligations.	20%	100%

**Note:**

- (i) The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and/or as decided by HITES or as decided by a statutory body.
- (ii) Against each activity including sub activity, the Architectural Consultant shall supply 15 (fifteen) sets and 1 (one) soft copy of each to HITES in dwg and Pdf format. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A2 size. Drawings shall be prepared on CAD (latest version).
- (iii) The time period includes the time required for giving approval by HITES to the deliverables for the respective activity.

#### **TAX LIABILITY**

No other Tax, Cess and Levy, except Services tax, shall be paid to the Architectural Consultant over their contract amount. In respect of service tax, same shall be paid by the Architectural Consultant to the concerned department and it will be reimbursed to them by HITES after satisfying that it has been actually and genuinely paid by the Architectural Consultant. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments made periodically to the Architectural consultant.

### **8.0 TERMS OF REFERENCE**

The Detailed Terms of Reference are as given below:

The selected Firm is expected to render Architectural services for Preparation of Master Plan & Concept Designs as detailed out above. Any or all services not specifically mentioned therein but required for the proper and successful completion of the project in accordance with international standards shall be proposed by the Architectural Consultant considering the overall cost and time framework of the project.

#### **8.1 General**

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

#### **8.2 Architecture Designs**

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

- i. Preparation of Master Plan for the entire Campus keeping in view topography, design needs and HITES requirements. Model of Master Plan & Individual blocks should be prepared.
- ii. The Master Plan shall reflect the strategic planning of the proposed institute for the present and the emerging needs in view of advances in health care and the needs of the populations. Master plan shall

delineate building and functional utilization of campus site in a creative efficient manner. The objectives of Master Plan shall be defined by the Architectural Consultant, which shall include:

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

Sustainability shall be the intrinsic strategy of Master Planning, reflected through compact and efficient spatial planning approach. Landscape shall enhance human comfort, reduce heat island effect, create nature-rich spaces and contribute to human scale experience.

#### **b. Overall Architecture Design Approach**

- Conceptual Designs shall be developed based on analysis of hospital and staff pathways to establish inter-relationships between various functional areas. The structure plan shall define horizontal and vertical compatibility of functional units within each cluster that may form a built mass.
- Design shall respond to the needs, including the following:
  - Comprehension of functional needs of the key stakeholders, such as doctors, medical staff, families of the patients and accompanying attendants
  - Patient safety in terms of hygiene, and physical security
  - Possible segregation of preventive healthcare and
  - Control of infection
  - Signage and way-finding



➤ **Operational and maintenance needs**

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

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

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

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

**c. Statutory Approvals:**

Architectural Consultant shall assist in obtaining all required statutory approvals /clearances from various statutory authorities like Municipal Authorities, Fire Department, Airport Authority, EIA, Pollution Control Board etc.and ensure compliance with codes, standards and legislation, as applicable.

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

**d. MEDICAL SYSTEMS & SERVICES**

**General**

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

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

Master planning & Concept designing for each of the above services including others as per requirements shall be done to take care issues like Infection control, Promoting high standard of asepsis, Facilitating coordinated and seamless services delivery, Ensuring maximum standard of safety, Optimizing utilization of spaces with flexibility & saving staff time, Optimizing safe & ergonomic working condition, Ensuring functional separation of spaces, Patient and staff comfort minimizing maintenance and regulating flow of traffic.

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