

**Expression of Interest (EOI)**

*for*

**Selection of Architects**

**&**

**Request for Proposal (RFP)**

*For Providing*

**Architectural Services for Upgradation of Medical  
College Projects**

**THE COMPLETE DOCUMENT CONSISTS OF FOLLOWING:**

- **Volume-II (RFP)**



**HLL LIFECARE LIMITED**

**(A Government of India Enterprise)**

**B – 14 – A, Sector 62, Noida – 201307 (U.P)**

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### **DISCLAIMER**

HLL Lifecare Limited (HLL) has prepared this document as Consultant to Ministry of Health and Family Welfare (MoHFW), Government of India to provide the background / information for providing Comprehensive Architectural Services to HLL as Backup Consultants for the Upgradation of Medical Colleges under PMSSY Phase –III of MoHFW, GOI hereafter referred as the “**Project**”. Also information is provided on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided in RFP.

This document is not an agreement, is not an offer or invitation to any other party. The purpose of this document is to provide interested parties with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in this document.

The information is provided on the basis that it is non – binding on HLL, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

HLL reserves the right not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied.

While HLL have taken due care in the preparation of information contained herein and believe it to be accurate, neither HLL nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

No reimbursement of cost of any type will be paid to persons or entities submitting their RFP.

## DEFINITIONS

- i) **“Application”** shall mean the response submitted by eligible Architects/Firms.
- ii) **“RFP”** shall mean the Request For Proposal, submitted by the Applicant in response to this document.
- iii) **“Applicant(s)”** shall mean all eligible Architects/Firms pursuant to and in accordance with the terms and conditions of the Expression of Interest (EOI).
- iv) **“Client”** shall mean Ministry of Health and Family Welfare, Government of India , its authorized agencies and assignees.
- v) **“HLL”** shall mean HLL Lifecare Limited, a Company incorporated under the Companies Act 1956 with Registered Office at HLL Bhavan, Poojappura, Thiruvananthapuram -695012 represented by its Vice President (ID) which expression unless it be repugnant to the context or meaning thereof, deemed to mean and include its successors and assignees.
- vi) **“Consultant”** shall have the same meaning as Successful applicant and with whom the Contract Agreement has been signed.
- vii) **“LOA”** Letter of Award shall mean the letter issued by HLL to the Successful applicant inviting him to sign the Contract Agreement
- viii) **“Contract Agreement”** shall mean the agreement to be signed between the Consultant and HLL for the execution of the Project.
- ix) **“Security Deposit”** shall mean the amount to be collected by deductions from the due payments of the Consultant and held with HLL.
- x) **“Project”** shall mean providing Comprehensive Architectural & Engineering Consultancy Services for the upgradation of Medical Colleges, mentioned in Volume-I (EOI), under PMSSY Phase III of Ministry of Health and Family Welfare, Government of India, New Delhi.
- xi) **“Site”** shall mean the place where the location of the Medical College(s) 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 Volume-I (EOI).

## **REQUEST FOR PROPOSAL (RFP)**

### **Providing Comprehensive Architectural Consultancy Services for the proposed up-gradation of Medical Colleges under PMSSY, Phase-III of MoHFW**

#### **SECTION I**

##### **1.1 BRIEF DESCRIPTION OF THE PROJECT**

The Pradhan Mantri Swasthya Suraksha Yojana (PMSSY) has set a programme objective of upgrading tertiary healthcare infrastructure and provides quality medical education across the country. The Ministry of Health and Family Welfare is implementing the scheme through Government Public Sector Undertakings (PSUs). HLL Lifecare Limited has been appointed as Consultant to the Ministry in executing the programme at identified locations.

HLL Lifecare Limited wishes to appoint Architectural Consultants for this project. The nature of services to be provided by the Architectural Consultant will include, but will not be limited to, visiting site, carry out site survey, soil investigation and preparation of surveyed site plan, preparing Architectural Design and Details, Lay out plan, Structural Design, planning of all services, preparation of BOQ and provide supervision and coordination with local authorities at the Execution stage with due emphasis on quality of design. The scope of services would also include getting all requisite approvals and NOCs at all stages from the State/Central Government, local bodies, Ministry of Environment and Forests, Civil Aviation Fire etc. the proposed upgradation shall be in conformity as per GRIHA (Green Rating for Integrated Habitat Assessment ) National Green Building Rating System to achieve minimum 3 star rating.

The Consultant will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

HLL is proposing for providing comprehensive Architectural Consultancy Services of the proposed upgradation of Medical Colleges under PMSSY, Phase-III of MoHFW, GOI.

HLL invites Request for Proposal for the project for Providing Comprehensive Architectural Consultancy Services for the proposed upgradation of the following Medical Colleges under PMSSY, Phase-III of MoHFW, GOI.

1. Govt Medical College, Anantapur (Andhra Pradesh)
2. Rajiv Gandhi Institute of Medical Sciences, Adilabad (Andhra Pradesh)
3. Kakatiya Medical College, Warangal (Andhra Pradesh)
4. Sri Krishna Medical College, Muzaffarpur (Bihar)
5. Govt Medical College, Darbhanga (Bihar)
6. Govt Medical College, Rajkot (Gujarat)
7. Vijayanagar Institute of Medical Sciences, Bellary (Karnataka)

8. Karnataka Institute of Medical Sciences, Hubli (Karnataka)
9. Kozhikode Medical College, Kozhikode (Kerala)
10. T.D. Medical College, Alappuzha (Kerala)

The estimated cost of each project shall be as per requirements of each project. However, the period of completion shall be as follows.

- a. **Planning of Works: - 2 Months.**
- b. **Construction Period: - 12 to 24 Months, as approved by HLL.**

**1.1 Consultancy Fee:**

The consultants shall be paid the fixed fees as percentage of the estimated cost or the actual construction cost of the work whichever is lower. The fee shall be inclusive of service tax and all other taxes as applicable. The consultant shall give their break up to the proposed fee, as above, in form C, separately for each project and category.

**1.2 Submission of RFP:**

The authorized signatory of the applicant shall sign each page of the RFP Document.

**1.3 HLL shall be using the services of the Consultant as their back up office Architect consultant. This shall mean that the Consultant shall be working and supplying all the details as per RFP and scope of work in the manner and name of HLL.**

**1.4 Responsiveness of RFP:** The RFP shall be declared non- responsive if the RFP submitted is conditional.

**1.5** The Consultant shall be required to execute a Contract Agreement immediately on issue of Letter of Award by HLL.

**1.6** The applicant shall submit their offer in a sealed envelope duly super-scribed "**RFP for providing comprehensive Architectural Consultancy Services of the Proposed upgradation of Medical Colleges under PMSSY, Phase-III**"

## **SECTION II**

### **INSTRUCTION FOR APPLICANT**

#### **1. SCOPE OF WORK**

- a. The consultant shall provide comprehensive architectural services, from beginning till the end of the project, including preparation of detailed drawings depicting interior layouts and schematics with all specifications viz. Architectural, Electrical, Fire Fighting, HVAC etc. for various areas required to undertake the construction of the project out of the following field / services any /all of which may be required for the project:
  - i. Visiting the site, discussing details with the HLL/ Client and to carry out site survey, soil investigation, as specified in IS:1892-1979 and its latest version and preparation of surveyed site plan of plot of land showing all existing buildings, other structures and service, tree with girth and species local name etc
  - ii. Concept plan in consultation with Client and preparation of Detailed Project Report.
  - iii. Architectural Planning and Design,
  - iv. Structural Design
  - v. Electrical Systems including power distribution and complete internal and external lighting, fire detection and alarm systems, intercom system, acoustic and public address system, closed circuit television, channel music and other electrical/electrical control and display systems including metering facilities, generators, UPS stabilized power conditioners, Sanitary, Water supply and sewage, plumbing and firefighting system including fire protection.
  - vi. Signage, Graphic and landscaping.
  - vii. Any other or all services not specifically mentioned herein but required for the proper and successful completion of the project in accordance with international standards or Bureau of Indian Standards (BIS) including National Building Code, Water Treatment / Purification, solar water heating system etc.
- b. Consultant shall prepare preliminary designs, cost estimates, tender drawings, detailed cost estimates, NIT documents, drawings depicting interiors layouts and schematics with all specifications viz. Architectural, Electrical for various areas required to undertake the construction of the project.
- c. Consultant shall prepare drawings including all necessary architectural and engineering details to suitable scale, to enable the contractors to prepare shop drawings, bar bending schedules etc. and all such other details of works as are required for execution of the project and modify the same if so decided by any authorised officer of client. Thereafter Consultant shall be responsible for ensuring

construction generally as per the approved drawings and make minor modifications / improvements in design, if required, as per the actual requirements at site.

- d. Consultant shall ensure that all drawings / designs are prepared in accordance with the relevant bye laws of local authority, Indian Electricity rules and Indian Standard specification as amended upto the date or as per sound engineering practice and shall be responsible to ensure the structural stability and efficiency / adequacy of various other services and utilities as per design.
- e. Consultant shall get the designs, plans and architectural / engineering details of the project approved by the local authorities, shall make all additions, alterations as may be required in the designs, calculations, by these to be paid to the local authorities shall be debited from the project fund available with project consultant. Necessary assistance will be provided by HLL/client

## 2. **Services to be provided:**

- a) The Consultant shall undertake Preparations of detailed estimates containing detailed specification and quantities of various items on the basis of specifications and schedule of rates maintained by CPWD.
- b) The Consultant shall ensure that the proposals are structurally sound and the estimates are accurately calculated based on adequate data. The Consultant shall be responsible for technical soundness of the estimate as well as the quantity of items of the BOQ.
- c) The Consultant shall assist HLL in preparation of tender documents by following the Volume I (Instruction to Bidders), Volume II (General Conditions of Contract) finalised by the client. The remaining tender documents shall be prepared by the Consultant by following provisions of CPWD Works Manual, CPWD schedule of rates, CPWD Specifications and upto date Contract & Manual circulars issued by CPWD. Any deviation from the above to be got approved from client.
- d) The Consultant shall assist the HLL / Client in processing of call, receipt, scrutiny, processing and evaluation of bids as per procedure laid down in the CPWD Works Manual. The Consultant shall assist HLL / Client in collection of prevalent market rates so that HLL / Client can prepare proper justification based on prevalent market rates and coefficients as per CPWD Analysis of rates.
- e) The Consultant shall undertake Preparation of detailed design and Structural Drawings for Civil Constructions works including all services.
- f) The Consultant shall undertake any other additional responsibility that may be entrusted with respect to the project.
- g) All the documents prepared by the Consultant shall be the property of Client/HLL.
- h) The Consultant shall be required to obtain required completion certificates/ NOC from local authorities to occupy the building.

## 3. **VALIDITY OF THE RFP.**



The validity of the EOI & RFP shall be for a period of 120 days from last date of submission.

**4. AWARD OF CONTRACT- Criteria**

Subject to the requirements, HLL will award, the Contract to the Applicant/ Consultant, whose bid is found responsive, complete and in accordance with the RFP documents.

**5. HLL'S RIGHT TO ACCEPT ANY OR ALL OFFERS:**

HLL reserves the right to accept or reject any offer, and to annul the process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected applicants. HLL has no obligation to inform the affected applicant(s) of the reasons for rejection of RFP.

**6. NOTIFICATION OF AWARD:**

- a) Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HLL will notify the successful applicant by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted.
- b) The Letter of Award shall constitute a part of the contract.

**7. PERFORMANCE SECURITY:**

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

Failure of the successful applicant to submit the required Performance Security by due date, shall constitute sufficient grounds for the annulment of the award of Contract.

**8. SIGNING OF AGREEMENT:**

HLL shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms& conditions of agreement between HLL and successful applicant. Successful applicant will be required to execute the Contract agreement within 7 days from the date of issue of the Letter of Award. The performance guarantee should be submitted immediately after issue of letter of award but not later than 7 days of issue of letter of award. One copy of the Agreement duly signed by HLL and the Consultant through their authorized signatories will be supplied by HLL to the Consultant.

**FORM OF RFP**

- Note: i. The Appendix forms part of the RFP
- ii. Applicant(s) are required to fill up all the blank spaces in this form of Tender and Appendix.

To

VP(ID)  
HLL Lifecare Ltd.,  
B-14A, Sector – 62  
Noida – 201307 (U.P)

Having visited the Site and examined the Terms of Reference and the terms of the Architectural Services Contract attached thereto and the RFP for **“Providing Comprehensive Architectural Services for \_\_\_\_\_”**.

I / We the undersigned offer to provide comprehensive Architectural Consultancy Services in conformity with the Terms of Reference, fixed fee as proposed and its stage payment structure and the terms & conditions of the Architectural Consultancy Contract attached thereto.

1. I / We undertake, if our Offer is accepted, I / We shall commence the work immediately on receipt of Letter of Award and to complete the whole of the Work comprised in the Contract within **the Time Schedules mentioned therein** from the date of issue of the Letter of Award.
2. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security for the due performance of the Contract @ of 5% of the contract amount as detailed in Form-D.
3. I / We agree to abide by this Offer for a minimum period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry this period or any extended period mutually agreed to.
4. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HLL that if it finds our declaration to the contrary, it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
5. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2014

Signature .....

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

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

Address .....

Witness .....

Signature .....

Name .....

Address .....

Occupation .....

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

1. This deed of Guarantee made this day of \_\_\_\_\_ between Bank of \_\_\_\_\_ (hereinafter called the "Bank") of the one part, and HLL Lifecare Limited (hereinafter called "HLL") of the other part.
2. Whereas HLL has awarded the work of " \_\_\_\_\_ ) called the contract) to \_\_\_\_\_ (hereinafter called the Consultant). (Name of the Consultant)
3. AND WHEREAS the Consultant is bound by the said Contract to submit to HLL a Performance Security for a total amount of. (5% of the contract amount).
4. 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 HLL the full amount of 5% of the contract amount) as stated above.
1. After the Consultant has signed the aforementioned Contract with HLL, the Bank is obliged to pay HLL, any amount up to and inclusive of the aforementioned full amount upon written order from HLL to indemnify HLL for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by HLL immediately on demand without delay without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to HLL any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till ..... (The initial period for which this Guarantee will be valid must be for at least 30 months.
7. At any time during the period in which this Guarantee is still valid, if HLL agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by HLL and at the cost of the Consultant.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “HLL”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----  
----- (Month 2014 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 .....

**CONTRACT AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Fourteen between HLL Lifecare Limited, B-14A, Sector-62, Noida(U.P.) (hereinafter referred to as HLL) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part and M/s. \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

Whereas the HLL Lifecare Ltd. is desirous of undertaking “\_\_\_\_\_” in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

**TERMS AND CONDITIONS OF AGREEMENT**

**1. DEFINITIONS:**

For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i) "Approved" means approved by HLL's representative in writing including subsequent confirmation of previous approval.
- ii) "HLL" means the HLL Lifecare Limited, which expression shall unless excluded by or repugnant to the context include employer's representative.
- iii) "Consultant" means \_\_\_\_\_ (Successful applicant)

**2. SCOPE OF WORK:-**

**2.1** The scope of work relates to providing comprehensive Architectural Consultancy Services for the proposed up-gradation of Medical Colleges under PMSSY, Phase-III of Ministry of Health & Family Welfare (MoHFW), Government of India (GOI).

**2.2 Preliminary stage**

The services to be provided by the Consultants shall interalia include the following:-

- a. Visiting the site, discussing details with the HLL/ Client and to carry out site survey, soil investigation, as specified in IS:1892-1979 and its latest version and preparation of surveyed site plan of plot of land showing all existing buildings, other structures and service, tree with girth and species local name etc. .
- b. Preparing and submitting concept drawings and designs conforming to prevailing national standards, local bye laws as well as compliant to GRIHA (Green Rating for

Integrated Habitat Assessment) National Green Building Rating System, i.e. developing lay out plan of the complex; complete preliminary drawings/ preliminary sketches, plans, elevations, sections / perspectives of various proposed blocks of buildings all required to present the general view of the proposed buildings with basic dimensions and building layouts for obtaining approval of the Client/ HLLs including all necessary modifications based on interactive evaluation by the Client/ HLL up till finalization of concept designs.

- c. Preliminary planning of all internal and external services like water supply, sewerage, storm water drainage, acoustics, landscaping, development plans showing internal roads, paths, parking lots, paved areas, drains, culverts, compound walls, external lighting, indicating position of lifts, AC ducts and other conduits for services, firefighting arrangements etc. complete.
- d. Preparation of preliminary Architectural drawings, general specifications for the work.
- e. Preparation and submission of Detailed Project Report (DPR) including preliminary estimates of cost on area basis, and on accepted norms of Government of India i.e. latest CPWD Plinth Area Rates (PAR) updated with latest Cost Index of the city/ location as approved by the CPWD and supported with quantities, details of measurements and rates along with the drawings, HVAC load, Electric power load, demand for water supply, lift requirements, firefighting and detection system, mechanical ventilation where required, including modifications in the designs and estimates on the basis of time to time interactions with HLL regarding the drawings, designs and specifications of the work. For any components of the estimate for which CPWD-PAR are not available, prevailing market rates supported by quotations shall be used / provided by the consultant.
- f. Obtaining the approval of the Client/ HLL to b, c, d & e above and to any subsequent changes which the consultant will carry out on the advice of the HLL, and to computations of designs including structural designs, drawings and services design which shall be in accordance with all the relevant BIS codes of practice. This may include discussions with and incorporation of requirements of the HLL.
- g. The Consultant shall indicate the name of his sub- consultants for various services like structural designs with their details. The Sub-consultant shall be associated from the preliminary drawing stage to the final stage of work. However, he shall be fully responsible for the correctness and accuracy of services design prepared by such sub-consultants & shall indemnify the HLL for damage or loss caused due to negligence of sub-consultant (s).
- h. Approvals/ CC /NOCs:-
  - i. Obtaining approval of all the competent authorities and other statutory bodies like Ministry of Environment and forests, State Pollution Control Board, civil aviation, railways and local development bodies etc. as applicable necessary according to the local Acts, Laws, Regulations, etc. and make any changes desired by such authorities at no extra cost. The original documents of approval shall be submitted to the HLL.
  - ii. Obtaining approval of the Architectural drawings from relevant local statutory body & obtain Commencement Certificate from local bodies leading to commencement of construction of the project.

- iii. Obtaining NOCs (no objection certificates) from Chief Fire Officer, Executive Engineer (Storm water drainage), Executive Engineer (sewerage planning), Hydraulic Engineer, Insecticide Officer all of Municipal Corporation / Local Bodies, Civil Aviation, Railways etc. as per the requirement.
- iv. Obtaining approval of electrical drawings from Central / State Electrical Inspectorate, as applicable.
- i. Prepare a three dimensional model of suitable scale as and when required by the HLL / local authority at no extra cost.

### **2.3 Working drawings stage:-**

Consultant shall be responsible for Preparation of detailed architectural drawings (hereinafter called Working drawings), structural drawings, bar bending schedules, service drawings including drawings showing the details of all the utility services such as water supply, sanitary, electrical installations, acoustics, air-conditioning, firefighting, etc, internal and external, including details of specifications of all items of work. All the drawings and design calculations shall be made available by the consultant to the HLL in duplicate alongwith the soft copy thereof in CD/pen drive for checking and approval. However, the responsibility for the correctness and accuracy of the structural design and safety of structure shall be entirely that of consultant. This activity may necessitate the Consultant to interact with HLL or any authority /institution appointed by HLL for Proof Checking of structural design & drawings.

- a. Obtaining approval of the HLL in respect of items mentioned in above clause and modifying them, if considered necessary by the HLL.
- b. If required, obtaining the approval of local and other authorities and making any changes required by them
- c. Preparation of complete working details, schedules, specifications and bill of quantities, co-coordinating medical equipment lay out including those of various services in the manner prescribed by HLL, to describe the part/whole project adequately and supplying details of calculations of such bill of quantities to enable the HLL to check them before preparation of tender documents by HLL. Supplying free of charge required sets of approved bill of quantities along with the drawings needed for tender purpose
- d. Bid Document
  - i. Assist HLL in preparing bid document including Special Condition of Contract (SCC); Bill of quantities; Particular/additional specifications of the work (which are not available in standard specification of CPWD); The GCC, NIB and ITB shall be appended by HLL as per requirements.
  - ii. Assist HLL in bid evaluation by providing/supplying market rate analysis and quotations whatever required for schedule (As per CPWD DSR) and non-schedule items (Non DSR) of the work in prescribed manner as per directions of HLL.

### **2.4 Execution/Completion stage**

The Consultant shall:

- a. Supply all the approved & duly marked "Good for Construction" (GFC) working



drawings and Structural drawings, specifications and details in the manner required by HLL for proper execution of the work. (Required sets of approved drawings shall be supplied free of charge to HLL)

- b. Make scrutiny of any shop drawings required in connection with work pertaining to manufacturing designs for their correctness and incorporation in the working drawings and release the duly vetted drawings for construction.
- c. Obtain HLL's approval for any material deviation in design or specifications before any revision of Drawings already approved by them.
- d. Shall inspect during progress of work & certify correctness of the physical execution of work layout at site as per approved drawings/ plans.
- e. Shall undertake periodical supervision and inspection as may be considered necessary to ensure execution of works in accordance with working drawings and specifications. Shall attend review meetings held in connection with the work, without any additional cost or DA/TA.
- f. Shall obtain commencement certificates at various stages according to local bodies' bye laws during execution from the local bodies in such a manner that the work's progress should continue unhindered.
- g. Coordinate the various activities of his sub-consultants.
- h. Shall obtain approval / sanctions and drainage completion certificate for sewerage connection, water supply, electric supply, occupancy certificate (part / full) as may be required by the HLL and also to obtain necessary water supply connection.
- i. Shall obtain all the required completion certificates / NOCs from the various local authorities and furnish to the HLL the building completion certificate along with four sets of completion plans/drawings and one set of reproducible drawings in A-1 size, and other connected documents. These drawings will be in addition to drawings and details mentioned in above clauses.
- j. Provide necessary drawings for electrical works for final approval of Electrical Inspectorate.

### **3. PAYMENT OF REMUNERATION**

#### **3.1 Fee payable to Consultant**

HLL shall pay for the scope of work as above, the Consultant **Total Fixed Consultancy Fee for consultancy, as -----% (-----percent only)** of the estimated cost of work as per approved DPR OR the actual construction cost of the work, whichever is minimum, for civil & allied works including electrical works, HVAC, lifts etc. subject to the Consultant rendering timely and satisfactory services. (This fee shall be inclusive of all the direct and indirect taxes, Duties / CESS etc. to be paid by the consultant including Service Tax).

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

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

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

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

#### 4. PAYMENTS TERMS

##### 4.1 Payments Terms:-

##### Phase 1:- Pre-Construction Stage

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage 1	1	Preparation of conceptual architectural Plans for buildings & services,	10%	10%
	2	Submission of DPR & its approval by HLL / Client	10%	20%
	3	Preparation of submission drawings for local bodies / authorities and approval from local bodies.	10%	30%
Stage 2	4	Preparation of detailed engineering drawings for internal and external electrical services, water supply, sanitary sewerage, etc. based on detailed civil drawings for approval.	10%	40%
	5	Preparation of Civil and Structural drawings. Preparation of bills of quantities, estimated project cost, technical specifications & tender documents for building, services for approval.	10%	50%
Stage 3	6	Submission of complete set of GFC drawings & fair sets of tender documents	10%	60%

##### Phase 2-Construction & Post Construction Stage

Stage	Sl. No	Milestone	% Payment	Cumulative percentage payment
Stage-4	7	Pro-rata quarterly payment based on % progress of construction work of building plus other services.		
	(i)	Completion of Foundation works up to plinth level	10%	70%
	(ii)	Completion of structures including finishing works	10%	80%

	(iii)	Completion of internal/external services including utilities	5%	85%
	(iv)	Completion of Testing and Commissioning of Building works, services & utilities	5%	90%
Stage-5	8	100% completion, as built drawings, including all clearances and approvals including occupancy certificate.	10%	100%

**Note:**

- All Miscellaneous additional details/ drawings, if required, for execution shall be issued within 15 days of requisition by the HLL.
- Completion of scope of work for the consultant will be considered only after the completion of Stage 5.

4.1.1 The cost of the following items shall not be included in the estimated cost for the purpose of working out consultant's fee:-

- a. Land cost including its development charges, fees payable to local and/or statutory bodies by the HLL.
- b. Plan approval fee, service connection deposit and any other fees payable to local and/or statutory bodies by the HLL.
- c. Any other services, fittings and fixtures, which are not designed and planned by the consultant.
- d. Cost of demolition of the existing buildings or its portion if any.
- e. Cost of supervisory staff and other establishment employed on work by the consultant or the HLL.
- f. Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremony of building etc.
- g. Escalation in the cost of work due to increase in rates of materials and labour, etc, during and after the award of work.
- h. Payment on account of Arbitration Award.
- i. Extra cost of special type of foundations like pile foundations etc. if any, would not be considered to determine the consultant's fees. Cost of normal foundations included in plinth area rates will be considered calculating the fees.

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

## 5. TIME SCHEDULE AND MILESTONES

### 5.1 Time Schedule

5.1.1 The timelines for the project are as follows:

Phase	Stage	Time from the date of Start of Work (months)
Phase 1	Stage 1 to 3:	2 (two) months
Phase 2	Stage 4 & 5:	12 to 24 months as approved by HLL or until completion of work whichever is later.

5.2 Milestones: - The consultant shall deliver the following to the HLL:

Sl. No	Deliverable	Time from the date of Start of Work
<b>Phase I – Preconstruction</b>		
1	Submission of Concept Drawings for the Proposed Buildings with elevations and sections and making presentations for obtaining HLLs comments/suggestion & developing final concept drawings for obtaining approval thereof. and submission of DPR for approval of HLL / Client	1 week
2	Submission of Preliminary drawings /design necessary for obtaining Local bodies approval(s), and submission of drawings /details in proper formats to the concerned local bodies for obtaining NOC/sanctions/approval for construction.	2 weeks
3.	Pursuing & Liaison with various authorities for obtaining approval of municipal drawing therefrom.	7 weeks
4.	Submission draft detailed cost estimates based on CPWD Delhi Schedule of Rates, latest version as applicable on the date of submission, duly enhanced by approved Cost Index, in respect of DSR Items and on market rates for Non-DSR items of the work along with market rate analysis and supporting market rate quotation(s); details of measurements, technical specifications, detailed architectural services & sufficient structural drawings and obtaining the approval thereof, and submitting copies of the approved detailed cost estimates with all related documents.	3 weeks
5.	Submission of final Bill of quantities, tender drawings and Bid document for inviting bids for construction and obtaining approval thereof from HLL, and submitting copies of the approved bid documents .	4 weeks
6.	Submission of minimum six sets of all detailed & working architectural, services, structural drawings (duly proof checked from agency nominated by HLL) Good for Construction (GFC), after obtaining approval of HLL of the draft drawings (Upto Plinth Level).	8 weeks
<b>Phase-2 -Construction and Post Construction</b>		

7	Site visits as per the requirement by HLL/client during progress of the work to ensure the sufficiency of drawings and details issued by consultant for the work and to issue revised/modified /additional drawings/details , as and when required as per site conditions for smooth progress of the work.	During the entire construction period including extended period of construction, if any
8	Approval of shop drawings for proprietary/specialized items of work, if any within one week from the date of submission by the construction agency/firm.	During construction period
9	Scrutiny of as built drawings and approval thereof within two weeks from submission	During construction period
10	Obtaining completion/ occupancy certificates from the concerned civic authorities and other statutory bodies including submission of revised plans/details if required.	Four weeks after completion of work

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

## **6. EXTENSION OF TIME:**

**6.1** The time allowed for performance of the Works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The performance of the works shall commence from such time period as mentioned in contract. The consultant shall be provided on demand necessary required documents/ information and certificates/undertakings by the HLL. If the Consultant commits default in commencing the performance of the work as aforesaid, HLL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

**6.2** Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in the contract. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.

The HLL after satisfying himself about the reasonableness of grounds, may grant extension of time as in his opinion be justified and communicate the same in writing. The decision of VP (ID), HLL shall be final and binding in this regard. Whenever such extension of time is granted, it would be without prejudice to the rights of HLL to recover the liquidated damages from the consultant. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

**6.3** If the work(s) be delayed by:-

- a) force majeure, or
- b) serious loss or damage by fire, or
- c) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- d) Any delay in supplying the requisite documents and delay due to any cause beyond the control of the Consultant, or
- e) Any other cause which, in the absolute discretion of the HLL is beyond the Consultants' control. Then upon the happening of any such event causing delay, the Consultant shall immediately give notice thereof in writing to the authority as indicated in the contract but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the HLL to proceed with the works.

#### **6.4 Force Majeure**

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

#### **7. LIQUIDATED DAMAGES FOR DELAYS**

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

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

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

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

completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the consultant under this or any other contract with the HLL.

#### **8. PERFORMANCE GUARANTEE**

The Consultant will be required to furnish Bank Guarantee from nationalized / scheduled bank by way of Performance Guarantee in the prescribed Performa (Please refer FORM B), for due fulfillment of the Contract and shall submit after award of work and before signing of the Contract/Agreement. The Performance Guarantee shall remain valid up to completion of the work plus 180 days and the same shall be released after six months from satisfactory completion of the project.

- (i) The Consultant will be required to furnish **Performance Guarantee** of 5% (Five Percent) of the contract value within the period specified in RFP. This guarantee shall be in the form of cash (in case guarantee amount cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.
- iii) The HLL shall not make a claim under the performance guarantee except for amounts to which the HLL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the HLL may claim the full amount of the Performance Guarantee.
  - (b) Failure by the consultant to pay HLL any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by HLL.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the HLL.

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

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

#### **9. FORFEITURE OF PERFORMANCE GUARANTEE**

In case the consultant fails to complete the work, HLL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to HLL.

In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant. The consultant forthwith, on demand from HLL, shall make good the deficit.

#### **10. SECURITY DEPOSIT**

The consultant whose tender(s) may be accepted (hereinafter called the Consultant) shall permit the HLL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill will amount to Security Deposit of 5% of the contract value of the work. Such deductions will be made and held by the HLL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the consultant to the HLL as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the HLL to make good the deficit.

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

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

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



value of the Government paper will be withheld if necessary.

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

The Guarantee for security deposit shall remain valid up to completion of the work plus 180 days and the same shall be released after six months from satisfactory completion of the project.

## **11. DETERMINATION AND RESCISSION OF AGREEMENT**

**11.1** The HLL without any prejudice to their right against the Consultant in respect of any delay by notice in writing, may absolutely determine the contract in any of the following conditions:-

- i) If the Consultant, being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of agreement.

**11.2** When the Consultant has made himself liable for action under any of the clauses aforesaid, the HLL shall have power:

- a) To rescind the agreement and forfeited the Performance Guarantee submitted by the consultant absolutely.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done. This amount would be in addition to the recovery of liquidated damages under Clauses 7 herein above.

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

## **12. SUB-CONTRACTING & SUB-CONSULTANT**

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

**12.2** The Consultant shall indicate the name of sub-consultants for various services like structural designs and labs designs with their organization details, qualification and experience of the main personals and shall obtain prior approval of the HLL before their engagement for the consultancy. Such Sub consultant approved by HLL shall be associated from the preliminary drawing stage to the final design work. However, the consultant shall be fully responsible for the correctness and accuracy of the designs prepared by sub-consultants and shall indemnify the HLL for damage or loss caused due to any negligence of sub-consultant(s). The copy of the agreement between sub-

consultant and the consultant shall be submitted to the HLL and in case the fees agreed between consultant and sub consultant are not paid to the sub-consultant in time as per agreement between them, the HLL shall have a right to recover the disputed amount payable to the sub-consultant from the consultant's bills and shall keep the disputed amount in deposit till such time the dispute is resolved.

**13. PROOF CHECKING OF STRUCTURAL DESIGNS**

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

**14. PROJECT MONITORING COMMITTEE**

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

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

**15. CONSULTANTS SITE VISITS DURING PLANNING, EXECUTION/COMPLETION STAGE**

The Consultant shall maintain a "Project Team" in his office consisting of adequate key personnel during the construction phase and render advice to the HLL and the Implementing Agency as and when called upon.

During planning (pre-construction) the Consultant and his team shall visit the site as per requirements at his own cost.

During execution and post construction, the consultant and his team shall visit as and when required depending upon the execution of works, at his own cost.

**16. QUALITY ASSURANCE**

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

**17. OWNERSHIP OF THE DESIGNS AND DRAWINGS**

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

of HLL in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project. The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of the HLL and any such act without the permission of the HLL shall constitute violation of Intellectual Property Rights.

All these drawings shall become the property of the HLL and he shall have the right to use the same anywhere else. In that event, the HLL shall pay a royalty to the Consultant on mutually acceptable basis. Such drawings and designs shall not be issued to any other person firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the HLL and/or his authorized representatives.

#### **18. ADDITIONS AND ALTERATIONS**

- a. The HLL shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request.
- b. In the event of changes, alterations are due to Consultant’s own commission and/or discrepancies including changes required for meeting the requirements of bye laws & BIS codes and specifications for design of buildings and their services and due changes required by consultants of all internal, external utilities and services, the Consultant shall not be compensated for such changes / alterations etc. The decision of the HLL shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design/planning etc., no amount will be payable.
- c. If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Consultant may be required, if so desired by the HLL, to make suitable alternative specifications for certain items of work to bring down the costs so that expenditure do not exceed the Preliminary Estimate by more than 5%. The consultant shall not be paid anything extra for such modification. If the HLL is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- d. The consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of the HLL in writing.

#### **19. ABANDONMENT OF WORK**

- e. That if the consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, the HLL shall forfeit/ encash the Performance Guarantee and the decision of CMD, HLL shall be final and binding.

The HLL shall be at liberty to make full use of all or any of the drawings prepared by the Consultant. The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by the HLL (Decision of CMD shall be final and binding) subject to a maximum of 10% of the total fee payable to the consultant under this agreement including the recovery of liquidated damages under clause No. 4 herein above.

- f. Provided, however, that in the event of the termination of the agreement under proper notice as provided in the contract agreement, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till the date of termination of contract agreement.

## **20. Professional Liabilities / Indemnity Insurance**

The consultant is required to indemnify HLL against losses and damages incurred by the HLL through the acts of the consultant and shall take out and maintain a Professional Indemnity Insurance Policy, for a sum of equivalent to 25% the total consultancy fee payable to the consultant based on estimated cost of the work, as per approved DPR OR the actual construction cost of the work, whichever is minimum, with a Nationalized Insurance Company or any other recognized Insurance Company by paying a requisite premium. The Professional Indemnity Insurance Policy shall be effective from the date of release of deliverables as at Sl. No. 7 detailed under para 5.2 (Milestones) and shall be valid upto actual completion of work.

## **21. GUARANTEE**

- a. Consultant shall guarantee that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.
- b. The Consultant shall be liable to HLL for the performance of services in accordance with the provision of this Agreement and for loss suffered by HLL as a result of default of the Consultant in such performance.
- c. The consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of skill shall be found defective within two years from the date of start of regular use of the portion of the work affected. The HLL shall grant right of access to the consultant, of this portion of the work claimed to be defective for inspection.
- d. The HLL may make good the loss by recovery from the dues of the consultant in case of failure to comply with the above clause.

## **22. GENERAL**

- i. The Consultant shall be fully responsible for the technical soundness of the work including those of specialists engaged if any, by him and also ensure that the work is carried out generally in accordance with drawings, specifications and his conception. Any deviations, if noticed by the consultant, should be brought to the notice of the Project-in-Charge immediately.

- ii. The HLL will have the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer, check estimates and designs.
- iii. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy the BIS & other Design standards/ requirements.
- iv. The Consultant hereby agrees that the fee to be paid as provided herein, in the contract agreement, will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- v. The consultants shall indemnify and keep indemnified the HLL against any such claims and against all costs and expenses paid by the HLL in defending himself against such claims.
- vi. The consultant hereby agrees that the HLL shall have the right to take out any of the activities, which in the opinion of the HLL is not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the consultant.
- vii. **Maintenance of Record**: The consultant is required to maintain all records related to the project for a minimum period of 4 years after the issuance of Certificate of Virtual Completion.

### **23. ARBITRATION**

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

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

### **24. Amendments/Clarifications**

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

**In witness whereof the parties hereto have set their hands and seals the----- day of --  
----- above written.**

For and on behalf of the **Consultant**

For and on behalf of the **HLL**

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

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

SIGNED, SEALED AND DELIVERED

By the said

\_\_\_\_\_

Name

By the said

\_\_\_\_\_

Name

\_\_\_\_\_

on behalf of the Consultant in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

on behalf of the HLL in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE - I**

**SALIENT FEATURES OF CONSULTANCY WORK**

**A. PRELIMINARY DRAWINGS:**

- a) The site plan shall and remaining drawings like floors and terrace plans, elevations and sections etc. shall be prepared in the required scale.
- b) All Required sections shall be prepared.
- c) Brief specifications to be followed for preparing preliminary estimates/ DPR shall be finalized in consultation with the HLL.

**B. WORKING DRAWINGS:**

- i. All floors plans, Terrace plans, elevations and wall sections shall be in required Scale.
- ii. Plans and sections of toilets, kitchens, pantry, fixtures like counters, flooring, tiles etc. shall be in required Scale.
- iii. Full / half scale for details of doors, windows, grills etc. including their fixing arrangements.
- iv. Large scale details of special areas like floor tile patterns, features, reflected ceiling plans shall also be supplied if needed.
- v. Plans, elevations, sections and other details of fixed furniture required Scale.
- vi. Internal elevations (if required) shall be supplied.
- vii. Landscape plans and details including parking, planters, roads, horticulture, site drainage, river training works, sewerage and lighting details and Layout of other underground services are to be provided on approved scale.
- viii. Details of sports facilities such as swimming pool, court (both indoor & outdoor) play areas, walking tracks etc. shall be detailed to meet the national standards, health standards and safety standards etc.
- ix. Internal and external services drawings like sewerage, water supply and storm water drainage scheme as per Municipal Corporation norms / existing bye-laws of the area are to be provided on approved scale. Typical fixture arrangement details shall be on the required Scale.
- x. In general, Scales of drawings shall confirm to BIS standards IS 10713 (Equivalent Standard ISO 5455 – 1979). The objective is that the scale to be chosen for drawing shall be such a scale so as to clearly depict the complexity of the object & purpose of representation.

**C. STRUCTURAL ANALYSIS AND STRUCTURAL DRAWINGS:**

- a. As per preliminary drawings, tentative structural arrangement of the structure shall be decided in consultation with HLL, leading to preparation of working drawings. Due consideration shall be given in deciding expansion Deputies from seismic consideration as per IS 4326 and other relevant codes.
- b. Analysis and design of the structure on the basis of approved working drawings shall be done on the latest software package of STAAD (latest version) or approved equivalent. However provisions in various latest BIS codes namely IS 456, IS 1893, IS 4326, IS 13920 etc. shall be over riding the package's output.
- c. Structural drawings showing reinforcement detailing and Bar Bending Schedule shall

be prepared as per latest SP: 34(S&T) from BIS and in consultation with HLL. All over riding conditions prescribed by IS 13920 or by any other BIS Code shall be taken into account while preparing the structural drawings.

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

**D. PLUMBING/ ELECTRICAL/ FIREFIGHTING / HVAC DRAWINGS:**

- i. All drawings shall be on required scale and should clearly indicate legend Index.
- ii. Single line diagrams shall be in variably provided for Electric Circuits, Plumbing, Firefighting and Fire Alarm System along with detailed working drawings.

**E. SUPPLY OF DRAWINGS**

All the estimates, bill of quantities, detailed designs with calculations, and any other details envisaged under this agreement shall be supplied as per requirement. All Architectural drawings and details of services/utilities (internal and external) shall be supplied by the Consultant as per requirements of local bodies and other authorities. HLL shall be supplied with required sets of such drawings along with one reproducible copy in A-1 size. If there is any .revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge. The consultant shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates. Required sets of drawings and other details of completion plans shall be supplied to the HLL.



**FORMAT FOR FINANCIAL OFFER**

(On the letter head of the Company)

Date:

To,

**VP (ID), HLL LIFECARE LTD.****B-14 – a, Sector – 62****NOIDA – 201307 (U.P)**

Sub.: **Offer for** “Providing Comprehensive Architectural Services to HLL as Backup Consultants for the Upgradation of Medical Colleges under PMSSY Phase –III of MoHFW, GOI”

Dear Sir / Madam:

Being duly authorized to represent and act on behalf of ....., and having reviewed and fully understood all the requirements of bid submission provided vide the EOI document dated ..... Pertaining to the above mentioned work, we hereby provide our Financial Proposal for providing Comprehensive Architectural Consultancy Services as follows:

Total consultancy Fees as a percentage of the estimated cost of work as per approved DPR OR the actual construction cost of the work, whichever is minimum, covering the scope of work including civil works, electrical works, HVAC, Lifts etc., subject to the rendering timely and satisfactory services. *(This fee shall be inclusive of all the direct and indirect taxes including Service Tax, Duties / CESS etc. to be paid by the consultant).*

S. No.	Project	Cost above Rs.100Cr & up to 125Cr	Cost above Rs.75Cr & up to 100Cr	Cost from Rs.50Cr & up to 75Cr
1	Govt Medical College, Anantapur (Andhra Pradesh)	----% (---- percent only)	----% (---- percent only)	----% (---- percent only)
2	Rajiv Gandhi Institute of Medical Sciences, Adilabad (Andhra Pradesh)			
3	Kakatiya Medical College, Warangal (Andhra Pradesh)			
4	Sri Krishna Medical College, Muzaffarpur (Bihar)			
5	Govt Medical College, Darbhanga(Bihar)			
6	Govt Medical College, Rajkot (Gujarat)			
7	Vijayanagar Institute of Medical Sciences, Bellary (Karnataka)			
8	Karnataka Institute of Medical			

	Sciences, Hubli (Karnataka)			
9	Kozhikode Medical College, Kozhikode (Kerala)			
10	T.D. Medical College, Alappuzha (Kerala)			

We agree to bind by this offer if we are the selected as consultant for this project.

For and on behalf of :

Signature :

Name of the Person :

Designation :

Instructions:

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

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