

**MINISTRY OF HEALTH & FAMILY
WELFARE**

GOVT. OF INDIA

THROUGH HSCC (India) LTD.

REQUEST FOR PROPOSAL (RFP)

FOR

**PREPARING ENLARGED CONCEPT PLAN OF CERTAIN
BUILDINGS AND SERVICES FOR EXISTING LADY HARDINGE
MEDICAL COLLEGE & ITS ASSOCIATED HOSPITALS
ALONGWITH RESIDENTIAL BLOCK AT NEW DELHI**

RFP DOCUMENT NO.

HSCC/LHMC-ECP

DATE OF ISSUE:

08.02.2008

LAST DATE & TIME OF SUBMISSION:

10.03.2008

At 15.00 hrs

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

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Section – 1: Letter of Invitation

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LETTER OF INVITATION (LOI)

Subject: Letter of Invitation seeking Consultant for Architectural and Design Engineering Services for Preparing Enlarged Concept Plan of certain Buildings and Services for existing Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi

1. INTRODUCTION

- 1.1 Based on the EOI submitted by you vide letter no.----- dated -----, you have been provisionally shortlisted, subject to submission of audited Balance sheet, for the financial year 2006-07 for submitting the Request for Proposal (RFP) for preparing the Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi. . “The evaluation of the balance sheet for the year 2006-07 will be done as per the criteria mentioned in the EOI document”. In case the audited balance sheet for 2006-07 is not submitted along with RFP document, the proposal will be treated as non-responsive.
- 1.2 You are hereby invited to submit your Technical and Financial proposal for Preparing Enlarged Concept Plan of certain Buildings and Services of existing Lady Hardinge Medical College & its Associated Hospitals along with Residential block at New Delhi. Your proposal could form the basis for future negotiations and ultimately an agreement between your firm and the Client.
- 1.3 The role/scope of work of the ARCHITECTURAL AND DESIGN ENGINEERING Consultant is given in Section-2 (Terms of Reference-TOR). Ministry of Health & Family Welfare, Government of India reserves the right to effect any additions or changes in the scope of the work as deemed necessary in the TOR during the period of the assignment.
- 1.4 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to visit the site and also attend a pre-proposal conference to be held on **25.02.2008. at 11.00AM at HSCC (I) Ltd, E-6A, Sector-1, Noida, 201301**. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5 Please note that (i) the cost of preparing the proposal including visit(s) to the site/client, are not reimbursable and (ii) the Client is not bound to accept any of the proposals submitted and reserves the right to annul the selection process at

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any time prior to Contract award, without thereby incurring any liability to the Consultants.

1.6 Conflict of Interest

1.6.1 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

1.6.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i) A firm that has been engaged by the Client 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) A 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 Consultant to be executed for the same or for another Client. For example, a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the Assignment/Job in question.
- iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client'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

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resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.3. Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Client comes to know any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

1.6.4. No agency or current employees of the Client or any agency under their own ministries, departments or agencies shall work as Consultants to the bidders.

1.7 Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consulting Assignment / job related to the Assignment/job in question and which is not defined as conflict of interest as per para 1.5 above, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

2.0. DEFINITIONS

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

- a. "CLIENT" shall mean the Ministry of Health & Family Welfare, Govt. of India or any authority set-up by the Ministry of Health & Family Welfare, Govt. of India.
- b. "NODAL OFFICER" shall mean the representatives of "CLIENT" who are duly empowered and authorized to act for and on their behalf
- c. "ARCHITECTURAL AND DESIGN ENGINEERING CONSULTANT / CONSULTANT" shall mean any entity or persons or associations of persons who have submitted their proposals that may provide or provides the Services to the Client under the Contract.

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- d. "CONTRACT" means the Contract signed by the Parties and all the attached documents.
- e. "PARTIES" shall mean CLIENT and ARCHITECTURAL AND DESIGN ENGINEERING CONSULTANT, each one individually referred to as PARTY.
- f. "DAY" means calendar day.
- g. "GOVERNMENT" means the Government of India.
- h. "LOI" (Section 1 of RFP) means the Letter of Invitation being sent by the Client to the prospective Consultants, which provides the prospective Consultants with all information needed to prepare their proposals.
- i. "PROPOSAL" means the information submitted under RFP document
- j. "RFP" means the Request for Proposal prepared by the Client for the Selection of ARCHITECTURAL AND DESIGN ENGINEERING Consultant.
- k. "ASSIGNMENT / JOB" means the work to be performed by the ARCHITECTURAL AND DESIGN ENGINEERING Consultant pursuant to the Contract.
- l. "TERMS OF REFERENCE" (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the ARCHITECTURAL AND DESIGN ENGINEERING Consultant, and expected results and deliverables of the Assignment/Job.
- m. "AUTHORISED REPRESENTATIVE" shall mean the representatives of "CLIENT" and/or "ARCHITECTURAL AND DESIGN ENGINEERING Consultant" as the case may be, who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- n. "DATE OF ACCEPTANCE" shall mean the date on which CLIENT confirms written acceptance of Consultant's Services.
- o. "PROJECT" shall mean Preparation of Enlarged Concept Plan of certain Buildings and Services for Lady Hardinge Medical College & associated two Hospitals along with Residential Block for which A ARCHITECTURAL AND DESIGN ENGINEERING Consultant is to provide services in accordance with and as per the terms and conditions of the signed agreement.

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- p. “PROJECT MANAGEMENT COMMITTEE (PMC)” shall mean the apex Steering and Monitoring body to oversee the implementation of the project.
- q. “LETTER OF ACCEPTANCE” shall mean the notification of Award by client in writing to the successful ARCHITECTURAL AND DESIGN ENGINEERING Consultant. Issue of letter of Acceptance by Client will constitute the formation of contract.
- r. “BIDDER(s)” shall mean the intending Consultant (s) who are interested to submit proposals for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi in accordance with this letter of Invitation.
- s. SUB CONSULTANT means any person or entity to whom /which the consultant subcontracts any part of the services.
- t. “PERSONNEL” means professionals & support staff provided by the consultant or by any sub consultant and assigned to perform the services or any part thereof, “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professional & support staff who at the time of being so provided had their domicile in India.

3.0. DOCUMENTS

- 3.1. To prepare a proposal, please use the attached formats (Appendix-1 & 2).
- 3.2. Bidders requiring a clarification of the Documents must notify the Client, in writing, not later than fifteen (15) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele fax shall be sent to the address indicated below. The Client shall respond by cable, telex or telefax to such requests and copies shall be sent to all the firms invited to submit their proposal. All correspondence shall be made in English in writing to.

General Manager (PG-I)
HSCC (India) Ltd.
E- 6 (A), Sector – 1
NOIDA (U.P) – 201 301
Tel: 0120 – 2519784; Fax: 0120 – 2542447

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The queries and the replies thereto shall then be available to all bidders in the form of an addendum, which shall be acknowledged in writing by the bidders.

3.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidding firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable or facsimile to all the firms invited to submit proposal and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3.4. Earnest Money Deposit (EMD)

3.4.1. An EMD of **INR One Lac (Rs 1,00,000)**, in the form of Demand Draft / Bank Guarantee valid for a period of 180 days from the date of opening of proposal (format specified in Annexure – I) in favour of “HSCC (India) Limited; Block E- 6 (A); Sector – 1; NOIDA; UP – 201 301” from any **Nationalized/ Scheduled Bank**, must be submitted along-with the Proposal. No other mode/form of payment shall be acceptable.

3.4.2. Proposals not accompanied by EMD shall be rejected as non-responsive.

3.4.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit

3.4.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

3.5. The EMD shall be forfeited by the Client in the following events:

3.5.1. If the proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

3.5.2 If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.

3.5.3 If the Consultant tries to influence the evaluation process

3.5.4 If the First ranked Consultant withdraws his proposal.

3.6 Tender Document Fee

All bidders are required to pay **INR Five Thousand only (Rs 5000)**, towards Tender Document fee in the form of Demand Draft from any **Nationalized/ Scheduled Bank** drawn in favour of “HSCC (India) Limited” and payable at

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New Delhi. The Tender Document fee should be submitted along with the RFP Proposal, the fee is Non-Refundable.

4. PREPARATION OF PROPOSAL

The Proposal as well as all related correspondences exchanged by the Consultants and the Client shall be written in English language, unless specified otherwise.

Technical Proposal

- 4.1. In preparing the technical proposal, you are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 4.2. Your technical proposal should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive:
 - i) **Corporate Qualifications:** Describe the firm's specific corporate qualifications, i.e. its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to bear in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Planning of world-class healthcare institutes. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates etc.
 - ii) **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.
 - iii) **Assignment of Professional Team:** The Firm 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).

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- iv) 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 firm, and degree of responsibility held in various assignments during the last seven (07) years.
 - v) Estimates of the total time effort (person x months) to be provided to carry out the Assignment.
- 4.3. Consultant shall submit balance sheet and should fulfill the Expression of Interest qualifying norm along with information for last 3 years in 2004-05 to 2006-07. The technical proposal shall include all information as required and shall not include any financial information.

4.4. Financial Proposal

The financial proposal shall be submitted as per the "Formats for Financial Proposal" (Appendix – 2). The Price shall be quoted as total all inclusive lumpsum price (inclusive of all taxes etc.) in Indian Rupees only.

5. SUBMISSION OF PROPOSAL

You are requested to submit one original and five copies of the technical proposal along with a virus free soft copy (MS-Word / Windows XP version) in CD/DVD in one cover duly sealed and superscribed as "Technical Proposal" and one copy of the Financial Proposal in a separate cover duly sealed and superscribed as "Financial Proposal, Do not open along with the Technical Proposal". These two along with the envelope containing the EMD shall be sealed in an outer cover clearly marked "Proposal for Preparing Enlarged Concept Plan of Lady Hardinge Medical College & Associated two Hospitals along with Residential Block and "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE AUTHORISED COMMITTEE" and addressed and delivered at the under mentioned address by 1500 Hrs of **10.03.2008**. Technical proposals will be opened at the date and time indicated at the Check list available at page 18.

General Manager (PG-I),
HSCC (India) Limited,
E-6 (A), Sector 1,
NOIDA (U.P.) – 201 301.

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The Proposals must be delivered at the submission address on or before the time and date as stated above. Any proposals received by the Client after the deadline for submission shall be returned unopened.

The Client 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 Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive

- 5.1. In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposal 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.
- 5.2. 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.
- 5.3. The proposals 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.

6. PROPOSAL EVALUATION

Evaluation of bids shall be carried out by the **Evaluation Committee** appointed by the Client by allocating marks to the **Technical Proposal** on the following basis:

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

- i. How does the design methodology conform to the client requirement
- ii. Unique features of the design methodology
- iii. Any other information which would assist in improving the evaluation score

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Sl. No.	Criteria	Max. Marks
1.	Specific experience of the bidder related to the Assignment i.e. Preparation of enlarged Concept Plan & Master Plan of hospital project	20
2.	Adequacy of the proposed work plan and methodology in responding to the TOR	40
	(a) Organizational structure illustrating the composition and reporting relationship of the team.	6
	(b) Methodology and approach for the various tasks identified in the terms of reference undertaking the Assignment	16
	(c) Work plan giving a comprehensive description of the work activities and time schedule etc	18
3.	**Qualifications and competence of the key staff for the Assignment	40
	(a) Team Leader	10
	(b) Architects	5
	(c) Hospital Planners	5
	(d) Structural Engineer	5
	(e) Quantity Surveyor	5
	(f) Utility Engineers	5
	(g) Biomedical Engg, Product Designer, Firefighting & Landscaping experts	5
	Total	100

Bidders securing more than 70% marks in aggregate & 50% marks in each sub criteria mentioned above shall be declared technically successful.

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** The minimum required qualifications and experience of Professional staff is:
(CVs recently signed and dated by the professional staff to be enclosed)

Sl. No.	Designation	Qualification	Experience
1	Chief Architect (Project Head/Team Leader)-1 no	Graduate in Architecture (Degree recognized by council of Architecture).	Minimum 5 years as Team leader and minimum total experience of 15 years and should have designed a Hospital project of 300 bed capacity.
2	Specialist Architect-(1+1) = 2 no	Graduate in Architecture (Degree recognized by council of Architecture).	Minimum experience of 5 years in Hospital Projects and total of 10 years experience in Architecture
3	Architects (2+1) =3 nos	Graduate in Architecture (Degree recognized by council of Architecture)	Minimum experience of 5 years
4	Structural Engineer - 2	Post Graduate in Structural Engineering	Minimum experience of 5 Yrs in Structural Designing & total of 10 Years
5	Utility Engineers (a) Civil- 1 no (b) Electrical-1 no (c) Mechanical-1 no (d) Environment expert (e) Public Health Expert	Graduate in Civil/ Electrical/Mechanical Engineering	Minimum experience of 5 years
6	Hospital Planner-2 no	Post Graduate in Hospital Planning	Minimum 5 years in relevant experience
7	Biomedical Engg, Product Designer, Firefighting & Landscaping experts	Graduate/Post Graduate in concerned discipline	Minimum 5 years of relevant experience

Note: Team leaders and the key staff proposed to be deployed shall be regular employees of the respective Firms.

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- 6.1. After the evaluation of Technical Proposals is complete, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying marks or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- 6.2. The Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- a. **Financial Proposal:** As already mentioned the cost proposal should be submitted in a separate sealed envelope in conformity with Appendix 2.
 - b. The financial proposal shall be submitted by the firms/consortium in conformity with Appendix 2. Financial proposal submitted in any other format will stand disqualified & rejected. Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial proposals (Fo) shall be computed as follows.
 1.
$$Sf = 100 \times \frac{\text{Fm (Lowest financial proposal)}}{\text{Fo (Other financial proposal)}}$$
 - c. In the even of any discrepancy between the copies of the proposal the original shall govern. The representative's authorization shall be confirmed by written power of attorney accompanying the proposal. All pages of the proposal shall be initialed by the authorized person signing the proposal.
 - d. Bids determined to be substantially responsive will be checked by the Engineer 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

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inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail

- e. The proposal 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.

- 6.3. **Final Ranking:** Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$S = St (T 70\%) + Sf (F 30\%)$$

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

Signing of Agreement

- At the same time as the Client notified the successful Consultant that its proposals has been accepted, and the Consultant has furnished the Performance Security in accordance with Clause on Performance Security, the client will send to the Consultant the form of contract provided in the Request for Proposals, incorporating all agreements between the parties.
- Within one week (7 days) of receipt of the Contract Form, the successful Consultant shall sign and date the Contract and return it to the Client

7. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposal or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal may be subject to the provisions of the Client's antifraud and corruption policy.

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8. CONFIRMATION OF RECEIPT

8.1 Please inform by cable/facsimile;

- a) That you received the document, and
- b) Whether you will submit proposal

Client reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. Client 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.

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INSTRUCTIONS TO CONSULTANT

CHECK LIST

Sl. No.	Particulars
1.	Pre-bid Conference
	Date : 25.02.2008
	Time: 11.00 Am.(Indian Standard Time)
	Venue Address: General Manager (PG-I), HSCC (India) Limited, E-6 (A), Sector – 1, Noida (U.P) – 201301
	Facsimile: 0120 – 2542447
2.	Date & Time and Address for lodgement/opening of proposal/bid:
	Date: 10.03.2008
	Time: 15.00 hrs (Indian Standard Time) [Lodgement of proposal/bid] 15.30 (IST) - [Opening of proposal/bid]
	Address: General Manager (PG-I) HSCC (India) Limited, E – 6 (A), Sector – I, Noida (U.P) – 201301
3.	Proposal must remain valid 180 days after last date of submission
4.	Clarification may be requested not later than 15 days before submission date.
	The address for requesting clarification is: General Manager (PG-I), HSCC (India) Limited, E – 6 (A), Sector – I, Noida (U.P) – 201301
	Facsimile: 0120 – 2542447
	E-mail: hsccltd@nda.vsnl.net.in

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Sl. No.	Particulars
5.	<p>The formats of the Technical Proposals to be submitted are:</p> <ul style="list-style-type: none"> a) Technical Proposal Submission Form b) Details of Health Care Projects completed (last 7 yrs.) c) Details of Health Care Projects under execution d) Qualifications of the Team Leader / Team Members e) Approach Methodology f) Work Plan and Time Schedule g) Organizational Structure h) Summary of Contractual Information i) Comments / Modification suggested on Draft Contract j) Information regarding any Conflicting activities and Declaration thereof k) Completion & Submission of Reports
6.	Consultant to state the cost in Indian Rupees only.
7.	Consultant must submit the original and five (05) copies of the Technical Proposal alongwith a virus free soft copy (MS – Word/Windows XP version) in CD/DVD and the original of the Financial Proposal.

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ANNEXURE - I

FORMAT OF EMD
(BANK GUARANTEE)

(Refer Clause 2.4.1 of Letter of Invitation)

(On non-judicial paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Nationalised Bank in India having a networth of more than Rupees Five billion)

From:

.....
Name and Address of the Bank....

.....

To:

M/s HSCC (India) Limited,
Block – E - 6 (A); Sector – 1;
NOIDA; UP – 201 301,

WHEREAS, Ministry of Health & Family Welfare, Government of India, hereinafter called the “Client” acting through the Executive Director, HSCC (India) Limited, has invited proposals for the work of Preparation Enlarged Concept Plan vide Notice No... .. dated and M/s (Name of Consultant, if individual) , hereinafter called the Architectural and Design Engineering Consultant are submitting the proposal for providing the services,

AND

WHEREAS the Consultant is required to furnish a ‘Earnest Money Deposit (EMD)’ in the form of Bank guarantee for the sum of Rs. (Rupees amount in words) which is a condition for valid and responsive proposal.

AND

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WHEREAS [Name of Bank] with its branch at (address)....., having our head office at (address including name of country), hereinafter called “the Bank” acting through..... have at the request of the Project Consultant, agreed to give the guarantee as hereinafter contained:

THE CONDITIONS of this obligation are:

- (1) If the Consultant withdraws his Proposal during the period of Proposal validity specified in the form of proposal: or
- (2) If the Consultant does not accept the correction of arithmetical errors of his proposal price in accordance with the Letter of Invitation: or
- (3) If the Consultant having been notified of the acceptance of his Proposal by the Client during the period of Proposal validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Letter of Invitation; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Letter of Invitation to Consultant,

KNOW ALL MEN by these presents that we the undersigned (Name of authorized representative of the Bank) being fully authorized to sign and incur obligations for and on behalf of(Full name of Bank), that:

1. The Bank undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions, shall pay the amount so demanded without any reference to the Consultant and without the Ministry of Health & Family Welfare being required to show grounds or give reasons for its demand or the amount demanded.
2. The guarantee hereinbefore shall not be affected by any change in the constitution of our Bank or in the constitution of the Consultant.

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3. We agree that any change, addition to or other modification to the terms of the Proposal or to any documents which have or may be made between the Client and the Consultant will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.
4. This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on the date of signing of the agreement and furnishing of Performance Bank Guarantee in accordance with the provisions of the RFP document or in case of unsuccessful Consultant on receipt of release of Proposal in writing by Client.
5. We agree that our obligation to pay any demand made by Client before the termination of this guarantee will continue until the amount demanded has been paid in full.

Date.....
Place.....

.....
(Signature of Authorized person of Bank)

.....
(Name in Block letters)

.....
(Designation)

.....
..... (Address)

Witness:

1. Signature
Name & Address & Seal
2. Signature
Name & Address & Seal

Bank Seal

Authorization No.

FORMAT OF SECURITY FOR THE AMOUNT TO BE RELEASED ON SIGNING THE AGREEMENT / PERFORMANCE SECURITY (BANK GUARANTEE)

(On non-judicial paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Nationalised Bank in India having a networth of more than Rupees Five billion)

From:

.....
Name and Address of the Bank....

.....

To:

M/s HSCC (India) Limited,
Block – E - 6 (A); Sector – 1;
NOIDA; UP – 201 301,

WHEREAS, Ministry of Health & Family Welfare, Government of India, hereinafter called the “Client” acting through the General Manager (PG-1), HSCC (India) Limited has awarded the work of Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi vide Letter of Acceptance No. dated to M/s (Name of Consultant, if individual, hereinafter called the Consultant,

AND

WHEREAS the Consultant is required to furnish a Security for the amount to be released on signing the agreement /‘Performance Security’ in the form of Bank guarantee for the sum of Rs. (Rupees amount in words) which is a condition precedent to the signing of the Contract Agreement.

AND

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

WHEREAS Name of Bank with its branch at (address)....., having our head office at (address including name of country), hereinafter called “the Bank” acting through..... have at the request of the consultant, agreed to give the guarantee as hereinafter contained:

1. KNOW ALL MEN by these presents that we the undersigned(Name of authorized representative of the Bank) being fully authorized to sign and incur obligations for and on behalf of (Full Name of the Bank), that the said Bank will guarantee the Client the full amount in the sum of Rs.(..... Amount in words.....) as stated above.
2. After the Consultant has signed the aforementioned Concession Agreement with the Client, the Bank undertakes to immediately pay to Client, any amount up to and inclusive of aforementioned full amount upon written order from the Client, without any demur, reservation of recourse;
3. The Bank shall pay the amount so demanded without any reference to the Architectural Consultant and without the Client being required to show grounds or give reasons for its demand or the amount demanded.
4. The guarantee hereinbefore shall not be affected by any change in the Constitution of our Bank or in the Constitution of the Consultant.
5. We agree that no change, addition to or other modification to the terms of the Contract Agreement or to any documents which have or may be made between the Client and the Consultant will in any way release us from any liability under this guarantee and we waive any requirement for notice of any such change, addition or modification.
6. This guarantee is valid and effective from its date. This guarantee and our obligations under it will terminate on the issue of Provisional Acceptance Certificate after completion of Defect Liability Period as advised to us in writing by the Client.
7. We agree that our obligation to pay any demand made by the Client before the termination of this guarantee will continue until the amount demanded has been paid in full.

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.....
(Signature of Authorized person of Bank)

Date.....

Place.....

.....

(Name in Block letters)

.....
(Designation)

.....
..... (Address)

.....

Witness:

1. Signature
Name & Address & Seal
2. Signature
Name & Address & Seal

Bank Seal

Authorization No.

The above format is only indicative and the same may vary as per the requirement of the Banker/ Client at the time of signing the agreement.

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

APPENDIX – 1: FORMATS FOR TECHNICAL PROPOSAL

- **Technical proposal submission form**
- **Details of Healthcare Projects completed (last 7 yrs.) (Form – C-i)**
- **Details of Healthcare Projects under execution (Form – C – ii)**
- **Organizational structure illustrating the composition and reporting relationship of the team**
- **Methodology and approach for the various tasks identified in the terms of reference undertaking the Assignment**
- **Work plan giving a comprehensive description of the work activities and time schedule etc**
- **Qualifications of the Team Leader / Team Members**
- **Summary of Contractual Information**

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Technical Proposal Submission Form

FROM:

TO:

Sir/Madam:

Subject: Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi

We, the undersigned, offer for **Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi**. We are hereby submitting our proposal, which includes this Technical Proposal and Financial Proposal, sealed under a separate cover.

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

Thanking You

Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation _____

Address _____

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

FORM – ‘C- i’

Details of healthcare projects done in the Last Seven Years. The evaluation committee may visit these Projects

Name of assignment & location with name of employer , address & contact number			Page No. of proposal for cross referencing and verification of information
Project Cost & Fee (Rs. in Crores)	Project Cost	Fee	
Commencement date	Scheduled	Actual	
Completion Date	Scheduled	Actual	
Name of associated consultant and their involvement if any			
Reasons for delay, if any			
Services provided	Studies (DPR, feasibility reports etc.)		
	Architectural Brief		
	Architectural design		
	Master/ Concept Planning		
	Any other		
No. & Staff involved and functions performed	Staff involved (Discipline-wise)	Staff-Months	
Name of senior professional staff of your firm involved and functions performed		Staff-Months	

Signature

Note:

1. Applicants are required to page no. their proposal 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 proposal.
2. Use separate sheet for each project / for each member as is appropriate

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- * Only those projects shall be considered for evaluation for which the letter of award and successfully completion certificate with regard to scope of work awarded & completed from the client are enclosed.
- ** The evaluation shall be based on the qualitative aspects of the applicants 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

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Form – ‘C- ii ’

Details of Healthcare projects under progress

Name of assignment & location with name of employer , address & contact number			Page No. of proposal for cross referencing and verification of information
Project Cost & Fee (Rs. in Crores)	Project Cost	Fee	
Commencement date	Scheduled	Expected	
Completion Date	Scheduled	Expected	
Reasons for delay, if any			
Services provided	Studies (DPR, feasibility reports etc.)		
	Architectural Brief		
	Architectural design		
	Master/Concept Planning		
	Any other		

Signature

Note:

1. Applicants are required to page no their proposal 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 proposal.
 2. Use separate sheet for each project / for each member as is appropriate
- * Only those projects shall be considered for evaluation for which the letter of award is enclosed.

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS

Name & Designation			
Name of the firm presently employed			
Years with the firm			
Proposed Position			
Details of Task Assigned			
Man months budgeted for the task assigned			
Key Qualifications (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)			
Education (Summarize college/university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)			
Employment Record			
Client Name & Location			
Total man months of efforts by the firm on the assignment		No. of man months spent by the individual on the assignment	
Brief description of work (to include all critical tasks carried out in the assignment)			

1. Use separate sheet for each client

(To be signed by the authorized signatory)

NAME

DESIGNATION

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Approach Methodology

Submit a description of the methodology and work plan incorporating **Best Practices for Hospital design**

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
- a. Technical Approach and Methodology- Bidders should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - b. Work Plan - The Bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form “Work Plan with defined Milestones”.
 - c. Organization and Staffing - The Bidder should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Summary of Contractual Information

Name of Group Members

1. (Lead Member) _____

2.

3.

4.

Appendix – 2: Formats for Financial Proposal

Financial Proposal Submission Form

FROM:

TO:

Subject: Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi

Sir/Madam:

We, the undersigned, offer to prepare Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi in accordance with your Request for Proposal. Our attached Financial Proposal is for the sum of (*amount in words and figures*) for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi.

Our Financial Proposal shall be binding on us, subject to the modifications resulting from Contract negotiations.

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

Thanking You
Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation _____

Address _____

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Breakdown of Lumpsum Price Proposal for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi as per Terms of Reference

Price Component	Amount	
	In words	In figures
Remuneration		
Reimbursables		
Miscellaneous expenses		
Service tax/Any Other tax		
Total:		

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Summary for Remuneration for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi as per Terms of Reference

Staff Name	Position	Staff-Months	Monthly Rate	Total Amount Expected to be Paid

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Summary for Reimbursables for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi as per Terms of Reference

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Flight/Refund expenses between_____and_____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Trip			
4.	Local transportation costs				
5.	Other costs				

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Summary for Miscellaneous Expenses for Preparing Enlarged Concept Plan of certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi as per Terms of Reference

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment, vehicles, Computer				
4.	Software				
5.					
6.					

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

TERMS OF REFERENCE FOR PREPARING ENLARGED CONCEPT PLAN OF CERTAIN BUILDINGS AND SERVICES OF LADY HARDINGE MEDICAL COLLEGE & ITS ASSOCIATED HOSPITALS ALONGWITH RESIDENTIAL BLOCK AT NEW DELHI

Project Background:

Lady Hardinge Medical College (LHMC) and its associated hospitals viz., Smt Sucheta Kripalani hospital and Kalawati Saran Children's hospital is located in the same campus on the fringes of Connaught Place in New Delhi. The campus is spread out over an area of 67 acres (approx.) and is surrounded by Shaheed Bhagat Singh Road on the South and Punchkuian Road on the North. There is a Metro Rail Corridor being constructed along the Punchkuian Road.

LHMC traces its origin to 1914 when the institute was founded to commemorate the visit of Her Majesty Queen Mary. Lady Hardinge, the wife of the then Viceroy was the first to take initiative for starting a medical college for women. Lady Hardinge laid down the foundation stone of this institution on 17th March, 1914. Unfortunately this great lady died later in the same year and on the suggestion of Queen Mary, the college and the hospital was named after Lady Hardinge to perpetuate the memory of its founder.

Lord Hardinge, the then Viceroy of India, formally opened the college and hospital in February 1916. The number of undergraduate admissions to the first year was increased gradually from 16 per year in 1916 to 60 in 1956. In 1961 the admissions were increased to 100 undergraduate students and were further raised to 130 in 1970. Besides admitting 130 under graduate students annually, the institute presently admits 72 post-graduate students and conducts postgraduate degree courses in 19 disciplines and diploma courses in 6 disciplines.

Starting in 1916 with only 80 beds for the Departments of Medicine, Obstetrics and Gynaecology, the Lady Hardinge Medical College now has bed strength of 877 beds in Smt. S. K. Hospital and 350 beds in Kalawati Saran Children's Hospital. A separate out-patient block was started in 1958 to cater to the needs of ever increasing population of Delhi.

Kalawati Saran Children's Hospital was established on 17th March, 1956 as a center of excellence for comprehensive Paediatric care and research. At the outset it had only 50 beds, gradually by 1994 the bed strength increased to 350 beds. The opening of Indo-Japan new block has created facilities for 150 additional beds. The

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hospital is now poised to play a pivotal role in the health care of the future generation of our country.

LHMC is an institute of long standings. Apart from bringing out qualified doctors, many of whom have gained national and international fame, this medical college has been providing comprehensive healthcare to patients of all ages.

HOSPITAL SERVICES

With a total bed strength of 1227 distributed among various medical, surgical and super specialities and provision of additional 150 beds under JICA scheme of Kalawati Saran children's Hospital and staff strength of around 2899, LHMC hospital is providing preventive, health promotive, diagnostic, curative and rehabilitative services to almost 9.5 lacs patients annually and more than 70,000 of them require hospitalization. Currently many paediatric and adult subspecialty services are also available to provide the specialized care to the patients. About 20,000 patients are being operated for various surgical problems and more than 15,000 women are enrolled for the delivery services every year. In addition more than 4,00,000 laboratory tests are being done annually. This hospital is a tertiary level, referral centre, which gets complicated, neglected and high-risk referred cases not only from Delhi but also from several parts of India, as being the oldest maternity hospital of Asia.

Kalawati Saran Children's hospital houses the largest neonatal wing in Delhi with 84 beds. Currently many adult and 14 paediatric subspecialty services are also available to provide the specialized care to the patients.

Most of the patients availing treatment at the institute belong to the poor and unprivileged strata of the society and cannot go elsewhere for treatment. The department of Obst & Gynae. deals with 21,106 infertile couples. These infertile women avail of various treatment modalities every year that include a baseline workup of infertile couples, diagnostic tests and treatment. The department aims at providing "State of Art" facilities of assisted reproductive technologies.

The workload of the department has grown tremendously and a number of deliveries are being conducted in the hospital apart from other gynecological major and minor operations. In the year 1970 the number of ANC and number of deliveries were 24471 and 6049 which in the year 2000 has reached the figures of 54377 and 14854 respectively showing an increase of almost two and a half times. This is despite the fact that the institute is unable to grow due to space constraint.

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

TEACHING FACILITIES

With a teaching faculty consisting of more than 130 experienced teachers, LHMC is one of the premier institution in the country providing quality medical education at Undergraduate and Postgraduate level with an annual intake of 130 & 70 students respectively. The institute is providing PG training in almost 19 disciplines viz., Medicine, Obst. & Gynae, Paediatrics, Anesthesia, dermatology, Radio-diagnosis & Imaging, community Medicine, Pathology, Physiology, Pharmacology, Microbiology, Medical Biochemistry, Forensic Medicine, Psychiatry, surgery, Orthopaedics, ENT, Ophthalmology and Anatomy.

The institute is affiliated to Delhi University. Admission to its various courses are not only confined to students of Delhi alone but are made on all India basis and on the basis of merit through entrance examinations.

The institute is also active in the field of research and has contributed 131 research papers in various national and international journals for the year 2002-03.

CURRENT SCENARIO

There has been a tremendous increase in patient load attending the OPD year after year and also the in-door patients (increase of around 25% over the period from 1990 to 2000). The patients' load has increased sharply from 1,25,819 in the year 1960 to 6, 02,566 in the year 2000. Existing OPDs are running in a very small area and the space is grossly insufficient. Waiting area is very small and patients and staff movement becomes difficult. Besides important facilities like out door Radiological and lab facilities, Central injection room, Administrative offices etc. are not available.

Running for the last 90 years, the institute has grown over the years. But, the growth has been haphazard and mostly need based. The present infrastructure and facilities are not only inadequate but under severe strain to cope up with the patients rush and students requirements. The OT's are quite old and grossly inadequate to tackle the patients requiring surgery.

This hospital is a tertiary level, referral centre, which gets complicated, neglected and high-risk referred cases not only from Delhi but also from several parts of India, as being the oldest maternity hospital of Asia.

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Though there is reduction in overall infant mortality rate (73 per 1000 live birth by 1997), at the same time proportionally more number of children are dying due to disorders of metabolism, diseases of lung, liver and kidney, surgical conditions which are operable, leukemia, cancer and other complex infective disorders which can be cured and treated. Several special diagnostic and therapeutic skills are currently not available with the result that the poor and middle class parents allow their children to die uncared from diseases that are treatable with modern methods of treatment.

Radiotherapy facilities are very important in a medical college for training of the students and treatment of Cancer patients whose number is rising continuously. Over the years the number of cancer patients coming to this institution is showing a steady increase. From 351 cases in 1995 the rise has been to 1060 in the year 2001-02. Out of these, 519 cases being those of females and children. These figures are quite comparable with other govt. hospitals in Delhi.

Due to absence of a Cancer Care and treatment facilities, it is very distressing for both patients and treating specialist to refer the patients elsewhere for treatment after having diagnosed cancer as a result of biopsy, FNAC, exploratory surgery and histopathology.

Due to central location of LHMC & Associated hospitals, the institution receives a large number of trauma & emergency cases. Unfortunately in the absence of a proper A&E wing such patients used to be referred to other hospitals, Precious time is thus lost. A&E block was therefore, started in a makeshift space with available facilities in 1992. With the construction of the Metro Rail Corridor along the Punchkuian Road, the main entry to the existing A&E is not approachable from main road by ambulance thereby severely affecting the patient care services.

LHMC buildings were constructed almost a century ago and most of them are in a dilapidated condition. The roofs and walls have become weak and at a number of instances large chunks of roofs have crumbled. CPWD has in fact declared a large number of building and hostels as unsafe for habitation. These buildings were evacuated and a number of them have already been demolished which has further reduced the available rooms and hostels. Besides, some of the buildings have been declared heritage buildings.

There is an acute shortage of hostels for resident doctors of LHMC & its associated Hospitals. As a number of old hostels in LHMC have been declared unsafe for living purpose therefore these hostels have either been demolished or are in the process of demolition. Moreover in the comprehensive redevelopment plan all the resident doctors' hostel has to be shifted in the LHMC Residential area.

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

There were 255 rooms available to accommodate 457 residents working in LHMC and Assoc. Hospitals. Out of these 69 rooms have already been demolished as these were declared unsafe for living purposes by the CPWD. Two other blocks are also very old and are in dilapidated condition.

From the above it may be concluded that there is an urgent need for Comprehensive Redevelopment of LHMC and its Associated Hospitals and other infrastructural facilities for proper and uniform growth in all the disciplines, optimal utilisation of land, future expansion and overall growth of the institute.

NEED FOR REDEVELOPMENT & MODIFICATION OF CONCEPT CONCEPT MASTER PLAN

The institute is functioning for almost the last 9 decades. Over the years the institute has grown which has mostly been need based and not commensurate with modern day healthcare requirement. Besides, the haphazard growth of the institute has led to a situation that no further planned growth of the institute is possible due to space constraints. It is also not possible to upgrade the existing departments and add new disciplines especially the super-speciality ones and their related patient care services. Thus, the growth of the institute has been stalled. On the other hand there has been a steady increase in the inflow of patients year after year severely straining the present infrastructure and facilities. The problem is further compounded by the fact that most of the buildings including the hospital building has grown old and outlived their life and unsafe for habitation as declared by CPWD. Some of the buildings have turned into heritage buildings. Besides, the total area available with the institute is approximately 68 acres which makes it all the more difficult for the institute to expand Work plan giving a comprehensive description of the work activities and time schedule etc.

The institute is a tertiary level referral centre. It gets patients not only from Delhi but also from several parts of India as being the oldest Medical College in Delhi. The present infrastructure and facilities are inadequate and are under severe strain to cope up with the present patient load. Hence there is an urgent need of developing certain buildings and services in the campus.

It is to mention that a broad Concept layout plan (enclosed as Annexure I of EOI) showing the proposed locations for the required Buildings and infrastructures to meet the needs for expansion of seats and Concept Master Plan already exists with the institute.

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

ROLE/SCOPE OF THE ARCHITECTURAL DESIGN ENGINEERING CONSULTANT

Concept Master Plan indicating location of various buildings /facilities will be provided by LHMC. The selected Firm/ Consortia of Firms will prepare Enlarged Concept plans for the buildings mentioned in EOI document and Facilities based on the suggested areas. **Incorporate the finalized Enlarged concept plan in the existing Concept Master Plan, update the Concept Master Plan and obtain all local body & statutory approvals as per existing norms & if any additional required for enlarged concept plan & Master Plan for execution of work.** It is proposed to get the project executed through an EPC agency. The prepared Enlarged Concept plans should be so much detailed that the selected EPC agency is in a position to assess his exact scope of work and quantum of work and also to enable the Client to award the work to the EPC agency at a fairly competitive cost for execution. The broad scope of work shall include the following:

Architectural Concept Planning

- Preparation & finalization of list of spaces, facilities, specialties & other utilities required in consultation with Client & their positioning /location in the Concept Master Plan
- Incorporate the finalized Enlarged concept plan in the existing Concept Master Plan and update the existing Concept Master Plan to obtain all local body & statutory approvals for Enlarged Concept Plan & Master Plan.
- Preparation of all the floor plans, Elevations and Sections & other detailed drawings & other details for the Buildings indicated in the EOI document and obtain all statutory approvals for all the building plans.
- The Client may increase or decrease the scope of work.
- Preparation of all the necessary details required to execute the work.
- Preparation of Room wise furniture & interior (including Hospital, Lab & other furniture) layout & details to execute the work

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Services Planning

- Planning of internal services like HVAC, Electrical, Plumbing, fire fighting & fire detection etc (Building and Medical) duly coordinated including Computerization, Communication, Public address, Security (CCTV and Access Control), Building Management system, solar energy application with Green building concept.
- Environment impact and traffic impact analysis.
- Coordination drawings of all services with architectural Plans.
- Structural design & detailed drawings required for execution of the work

Models and Presentations

- Preparation of 3D views/models and blow ups of typical and critical areas including preparation of Models

Equipment Planning

- Finalization of equipment list in consultation with client.
- Preparation of Room wise Medical equipment layout

External Services Planning

- Planning of additional services including buildings for electric Sub-stations, DG sets, AC plant etc and their coordination with the existing facilities.
- Planning and preparing detailed drawings for external services like water supply, drainage, WTP, ETP, fire fighting and fire detection, including Recycling, Rain water Harvesting, Landscaping etc.
- Design of all other services including CSSD, Laundry, Medical gas system, Incineration, Autoclaving, Handling of Bio-medical waste etc.

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Specification

- Preparation of Data sheet showing Room wise and Building wise finishing, flooring and Door window, and other high end Inventory schedule
- Preparation of broad Technical Specification for civil works and services

Estimate and Costing

- Preparation of Area statement
- Preparation of Building cost based on applicable Plinth Area Rates and Market rates for non schedule items
- Preparation of Cost estimates for various Internal and External services, **medical equipments, furniture etc**

Local Body Approvals

- Obtain approvals and Clearances from all concerned local authorities for implementation of the buildings and services proposed under enlarged concept plan.

Consultant shall incorporate Enlarged concept plan in the Concept Master Plan & update the Concept Master Plan to obtain all Local Body & statutory approvals of Concept Master Plan after due consultation with the client.

The tentative list of statutory approvals is as below

DUAC, MCD, NDMC, Delhi Fire Services, DMRC, Ministry of Aviation, Jal Board, Forest, Pollution Control, Electrical Connection and any other approval required during the course of execution of work.

Section – 3: Form of Agreement

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

FORM OF AGREEMENT

THIS Agreement, entered into this _____ day of _____, by and between,-----
-----, here-in-after referred to as the “CLIENT” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

(here-in-after referred to as the “Architectural and Design Engineering Consultant” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows:

----- (hereinafter called the “CLIENT”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Architectural Consultant’ obligations under this Contract, namely, _____ and _____ (hereinafter called the “Consultants” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)].

The following documents (where applicable), in the precedence as given hereunder, shall be deemed to form the terms and conditions of the Agreement, namely

- a. **This Form of Agreement(Section 3).**
- b. The Letter of Acceptance issued by CLIENT
- c. The Letter of Invitation (Section – 1)
- d. The Terms of Reference (Section – 2), and
- e. The General Conditions of Agreement (Section – 4)
- f. Amendments(if any)

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

WHEREAS the CLIENT desires certain Services to be performed by the Consultant, namely, _____ and has solicited a proposal from the Consultant for the performance of such Services.

AND WHEREAS the Consultant represents to have relevant experience, competence, availability of resources and willingness to perform the desired Services and has made a proposal to the CLIENT.

AND WHEREAS the CLIENT has accepted the proposal of the Consultant for the performance of such Services upon the terms and subject to the conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

In consideration of the payment to be made by the CLIENT to the Consultant as hereinafter mentioned, the Consultant hereby agrees with CLIENT to perform the Services in the manner and in conformity with the terms and conditions of the Agreement.

1. The CLIENT hereby agrees to pay the Consultant in consideration of the performance of the Services, such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the terms and conditions of the Agreement.

This Agreement shall come into force immediately on signing by both parties or retrospectively from such date as agreed in writing between CLIENT and Consultant. Unless terminated earlier under the provisions hereof, the Agreement shall continue to be in force until the obligations of the Consultant and the CLIENT stand discharged in terms and conditionals of the Agreement.

In witness whereof the parties hereto have executed this Agreement through their respective representatives duly authorized in this behalf as follows:-

Signed and Delivered for and on
Behalf of CLIENT

Signed and Delivered for and on
Behalf of CONSULTANT

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

Date : _____

Place : _____

Date : _____

Place : _____

In presence of Two Witnesses

1. _____

2. _____

1. _____

2. _____

Section – 4: General Conditions of Agreement

RFP for Preparing Enlarged Concept Plan of certain Buildings and Services for existing LHMC at New Delhi

1.0 DEFINITIONS

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

- A. "CLIENT" shall mean the Ministry of Health & Family Welfare, Govt. of India or any authority set-up by the Ministry of Health & Family Welfare, Govt. of India.
- B. "NODAL OFFICER" shall mean the representatives of "CLIENT" who are duly empowered and authorized to act for and on their behalf
- C. "ARCHITECTURAL AND DESIGN ENGINEERING CONSULTANT / CONSULTANT" shall mean any entity or persons or associations of persons who have submitted their proposals that may provide or provides the Services to the Client under the Contract.
- D. "CONTRACT" means the Contract signed by the Parties and all the attached documents.
- E. "PARTIES" shall mean CLIENT and ARCHITECTURAL AND DESIGN ENGINEERING CONSULTANT, each one individually referred to as PARTY.
- F. "DAY" means calendar day.
- G. "GOVERNMENT" means the Government of India.
- H. "LOI" (Section 1 of RFP) means the Letter of Invitation being sent by the Client to the prospective Consultants, which provides the prospective Consultants with all information needed to prepare their proposals.
- I. "PROPOSAL" means the information submitted under EOI document
- J. "RFP" means the Request for Proposal prepared by the Client for the Selection of Consultant.
- K. "ASSIGNMENT / JOB" means the work to be performed by the Consultant pursuant to the Contract.
- L. "TERMS OF REFERENCE" (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be

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performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment/Job.

- M. "AUTHORISED REPRESENTATIVE" shall mean the representatives of "CLIENT" and/or " Consultant" as the case may be, who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- N. "DATE OF ACCEPTANCE" shall mean the date on which CLIENT confirms written acceptance of Consultant's Services.
- O. "PROJECT" shall mean Preparation of Enlarged Concept Plan for certain Buildings and Services for Lady Hardinge Medical College & associated two Hospitals along with Residential Block for which Consultant is to provide services in accordance with and as per the terms and conditions of the signed agreement.
- P. "PROJECT MANAGEMENT COMMITTEE (PMC)" shall mean the apex Steering and Monitoring body to oversee the implementation of the project.
- Q. "LETTER OF ACCEPTANCE" shall mean the notification of Award by client in writing to the successful Consultant. Issue of letter of Acceptance by Client will constitute the formation of contract.
- R. "BIDDER(s)" shall mean the intending Consultant (s) who are interested to submit proposals for Preparing Enlarged Concept Plan for certain Buildings and Services of Lady Hardinge Medical College & its Associated Hospitals alongwith Residential block at New Delhi in accordance with this letter of Invitation.
- S. Sub Consultant means any person or entity to whom /which the consultant subcontracts any part of the services.
- T. "PERSONNEL" means professionals & support staff provided by the consultant or by any sub consultant and assigned to perform the services or any part thereof, "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professional & support staff who at the time of being so provided had their domicile in India.

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2.0 INTERPRETATION

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

3.0 DRAWINGS AND DOCUMENTS

All drawings, designs and specifications including transparencies prepared by Architectural Consultant for the project shall be the property of the Client.

4.0. GUARANTEES AND LIABILITIES

4.1. GENERAL

Architectural Consultant guarantees that the Services as specified/described under the scope/role of Architectural Consultant, 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.

4.2. LIABILITY OF THE CONSULTANT

The Consultant shall be liable to Client for the performance of services in accordance with the provision of this AGREEMENT and for loss suffered by CLIENT as a result of default of the CONSULTANT in such performance.

4.3 AUTHORITY OF LEAD PARTNER:-

In case the Consultant consists of a joint venture/consortium/association of more than one entity, the members hereby authorize lead partner to act on their behalf in exercising all consultants rights & obligations towards the “employer” under this Contract, including without limitation the receiving of instructions and payment fro employer. However, each member / constituent of the consortium shall be jointly and severally liable for all obligations of the consultant under the Contract.

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5.0 GOVERNMENT LEVIES

The consultant, sub consultant and personnel shall be liable to pay such direct and indirect taxes & duties fees & other impositions levied under the applicable laws of India.

Consultant's remuneration shall be inclusive of statutory levies imposed by Government of India/local Govt. such as Service Tax, etc. as applicable on Consultant from time-to-time. Wherever applicable, the same shall be charged at actuals.

6.0 INSURANCE

6.1 INSURANCE BY CONSULTANT

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

- 6.1.1 Workman's compensation insurance, covering all employees of Consultant for statutory benefits as set out and required by local law in the area of operation or area in which Consultant may become legally obliged to pay benefits for bodily injury or death.

7.0 INDEMNITY

- 7.1. Consultant hold harmless and indemnify the CLIENT and its agents, against any claims or liability because of personal injury including death of any employee of Consultant and arising out of or in consequence of the performance of this AGREEMENT.
- 7.2. CLIENT shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.
- 7.3. Consultant shall hold harmless and indemnify CLIENT against any claim or liability arising in respect of :
 - a. Injury to or death of Consultant's employees, agents and any other persons howsoever caused; and

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- b. Loss of or damage to the property of CLIENT, CLIENT'S employees, agents and any other person except those belonging to Consultant or its employees.

. SECRECY

- 8.1. Consultant, plans, specifications, etc. at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose

9.0. FORCE MAJEURE

- 9.1. For the purposes of this Agreement, "Force Majeure" means any earthquake, act of war, strikes, bandhs, terrorism, invasion, civil war or disorder, acts of the Government in exercising its sovereign authority, natural calamities.
- 9.2. 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.
- 9.3. Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 9.4. If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article 9.1 hereof, CLIENT and Consultant shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur.

10.0. ARBITRATION

- 10.1. If, at any time, any difference or dispute arises between the PARTIES regarding interpretation, execution or implementation of the AGREEMENT, PARTIES shall try to settle the same amicably through mutual discussions. Differences and/or disputes remaining unresolved shall be referred to the sole Arbitration of the Secretary (H), Ministry of Health and Family Welfare, Govt. of India or his sole nominee. The award shall be binding on the PARTIES.

The arbitration proceedings shall be held at New Delhi only and enforceable at the courts of jurisdiction at New Delhi only.

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10.2. 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.

11.0. SUSPENSION & TERMINATION

11.1. SUSPENSION

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligation under this contract, including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

11.2. TERMINATION

11.2.1 Termination on account of Force Majeure

If as a result of Force Majeure, the Consultant is unable to perform Service for a period of more than 60 days, the CLIENT shall have the right to terminate this AGREEMENT on account of Force Majeure, as set forth in clause 9.0.

11.2.2 Termination on account of insolvency

In the event the 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 the CLIENT shall, by a notice in Writing have the right to terminate this AGREEMENT and all the Consultant's rights and privileges hereunder, shall stand terminated forthwith.

11.2.3 Termination for unsatisfactory performance

If the CLIENT considers that the performance of the Consultant is unsatisfactory or, not upto the expected standard, the CLIENT shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. The CLIENT shall have the option to terminate this AGREEMENT by giving 30 days notice in writing to the Consultant, if

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Consultant fails to comply with the requisitions contained in the said written notice issued by the CLIENT.

11.2.4 Termination for delay in mobilization

Time is the essence of the Contract

Consultant shall be required for the commencement of SERVICES immediately after date of issue of Letter of Acceptance. If the Consultant fails to mobilize as above, the AGREEMENT shall automatically stand terminated unless CLIENT has extended the mobilization period in writing.

11.2.5 Consequences of termination

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

11.2.6 In the event of the Termination of the Agreement, the 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 the Client on account of non-withdrawal from the site(s), shall be to the account of the Project Consultant.

12.0.PATENTS

12.1 Consultant shall indemnify and hold CLIENT harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against CLIENT 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 Consultant and furnished to CLIENT.

13.0.ASSIGNABILITY

The CONTRACT and benefits and obligations thereof shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

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14.0. STATUTORY REQUIREMENTS

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

15.0. CHANGES AND ADDITIONS IN PROJECT CONSULTANTS SCOPE OF SERVICES

CLIENT shall have the right to request Consultant in writing to make any changes, modifications, and/or additions within the design and broad scope to Consultant's scope of SERVICES. 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 the client.

16.0. CONFLICT OF INTEREST

Unless otherwise agreed in writing by CLIENT, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the PROJECT except as provided for in the AGREEMENT.

Consultant shall not engage in any activity, which might conflict with the interests of the CLIENT under the AGREEMENT.

17.0. PUBLICATION

Unless otherwise specified in the AGREEMENT, Consultant either alone or jointly with others can publish material relating to the SERVICES. Publication shall be subject to approval of the CLIENT if it is within 2 years of completion of the services.

18.0. SERVICES TO BE PERFORMED

Consultant shall perform the SERVICES as defined in this RFP document upon the terms and conditions and within time frame specified in the AGREEMENT.

19.0. REMUNERATION AND CONTRACT PRICE

CLIENT shall in consideration of the services performed pay to Consultant the fixed remuneration agreed between the parties including all staff costs printing,

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communication, travel, accommodation and the like, all statutory levies and taxes and any other cost incurred by the Consultant in carrying out the services. The amount shall be payable in Indian Rupees as per the following schedule:

Sl no	Stage	%	Cum %	Remarks
1	Upon submission of Architectural Concept plans and elevations.	5%	5%	
2	Approval of the Architectural Concept Plans, elevations and sections by the client.	10%	15%	
3	Incorporation of finalized Enlarged concept plan in the existing Concept Master Plan.	10%	25%	
4	Obtain all local body & statutory approvals as per existing norms & if any additional required for Enlarged Concept Plan & Master Plan.	20%	45%	
5	Completion of detailed Architectural Drawing.	10%	55%	
6	Completion of detailed Structural Drawing.	5%	60%	
7	Completion of all services Drawing.	5%	65%	
8	Completion of all coordinated drawings.	5%	70%	
9	Preparation of detailed estimate, technical specifications & tenders.	20%	90%	
10	Balance after completion of work.	10%	100%	

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19.1 PERFORMANCE GUARANTEE

Bank Guarantee submitted on signing of the agreement amounting to 10% shall be released after six months of final acceptance of the Enlarged Concept plan and Concept Master Plan by the Client/**local authorities**.

20.0 CONTRACT PERIOD

The time schedule is as follows: (Total time = 8months)- Also refer **Annx-A**

- a. Mobilization of Staff, Setting up of office in Delhi etc. – 7 days from the date of issue of Letter of Acceptance
- b. Preparation of draft Enlarged Concept Plan by Consultant in consultation with client – 3 months.
- c. Approval of Enlarged concept plan by Client – 15 days
- d. Incorporation of ECP in concept Master Plan – 15 days
- e. Obtaining of Approval from local and statutory bodies for ECP and Master Plan – 3 months
- f. Preparation of Detailed Engg design & drawing, BOQ, specification & tender document – 4 months (Parallel activity with S.No e)

21.0 JURISDICTION & APPLICABLE LAW

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

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

22.0 NOTICES

- a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Consultant on the

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CLIENT with reference to the AGREEMENT shall be deemed to have been sufficiently served upon the CLIENT (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the AUTHORISED REPRESENTATIVE of CLIENT 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 the CLIENT, any notice, order or other communication sought to be served by the CLIENT on the 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 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.

23.0.INDEPENDENT AUDIT

Consultant shall maintain up-to-date records that clearly identify relevant time and expenses and be responsible and liable for all statutory audits at no extra costs as required under the law.

24.0. LANGUAGES AND LAW

This Agreement and the Services performed herein-under shall be in English language.

This Agreement shall be subject to Indian Laws as in force from time to time.

25.0.ASSIGNMENT AND SUB-CONTRACTS

25.1 The Consultant shall not without the written consent of the CLIENT assign the benefits from the Agreement other than money.

25.2 The Consultant shall not without the written consent of the CLIENT initiate or terminate any sub-contract for performance of all or part of the Services.

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26.0. COPYRIGHT

All plans, drawings, specifications, designs, reports, other documents and software etc. submitted by the Consultant shall become and remain the property of the CLIENT and the Consultant shall upon termination or expiration of this AGREEMENT deliver all such documents and software to the CLIENT together with a detailed inventory thereof.

The CLIENT shall be entitled to use all documents prepared by Consultant or copy them for the purpose for which they are intended and need not obtain permission to copy the same.

27.0 CONFLICT OF INTEREST / CORRUPTION AND FRAUD

27.1 CONFLICT OF INTEREST

Unless otherwise agreed in writing by the CLIENT, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

The Consultant shall not engage in any activity, which might conflict with the interests of the CLIENT under the Agreement

27.2 CORRUPTION AND FRAUD

Notwithstanding any penalties that may be enforced against the Consultant under the law of the country of the Project, or of other jurisdictions, the CLIENT will be entitled to terminate the Agreement in accordance with **Clause-11**, if it is shown that the Consultant is guilty of:

- i. Offering, giving, receiving or soliciting anything of value with a view of influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- ii. Misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

28.0. CONSULTANT'S ACTION REQUIRING CLIENT'S PRIOR APPROVAL.

Consultant shall obtain the CLIENT'S prior approval before taking any actions

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29.0. LIQUIDATED DAMAGES

- 29.1 The time allowed for execution and completion of work or part of works as specified in contract in Clause 20 shall be the essence of Contract on part of the Architectural Consultant
- 29.2 The liquidated damages shall be applicable under following circumstances:
- (a) If the Services are not completed as per schedule specified under this Agreement in Clause 20, the Architectural Consultant may be liable to pay 1% of the total lumpsum fee payable of the Services for delay of each week or part thereof, subject to maximum of 10% of the total value of the fees payable to the Consultant.
- 29.3 The amount of liquidated damages shall be recovered from the payment due to the Architectural Consultant and or the performance security, as the CLIENT may decide.
- 29.4 The recovery of such damages shall not relieve the Architectural Consultant from his obligation to complete the work or from any other obligation and liability under the contract.
- 29.5 In case of delay due to reason beyond control of Architectural Consultant, suitable extension of time will be granted.

30.0 INDEMNITY

The Architectural Consultant shall indemnify the Client and be responsible for paying damages to the Client for any loss suffered by the Client on account of negligence, incompetence, carelessness or any other cause on the part of Architectural Consultant, his employees, while undertaking any or all of the work.

31.0 TECHNICAL AND QUALITY AUDIT

The work of Architectural Consultant shall be open to technical and quality audit by a Central Agency to be appointed and deputed by the Client to act on their behalf.