

**UPGRADATION OF MEDICAL COLLEGE AT LUCKNOW  
(Under PMSSY)**

**RETENDER FOR  
APPOINTMENT OF DESIGN CONSULTANT FOR  
ARCHITECTURE, CIVIL/STR., HVAC, PHE/SERVICES  
WORK**

*August, 2007*

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*Consultant: HSCC (I) Ltd. E-6(A), Sector-1, NOIDA, U.P.-201301*

**Tel: (0120) 2542436, 2542437, 2542439**

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**Name of Work: Designing of Medical College for Lucknow  
under PMSSY**

**CONTENTS**

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>Page No.</b>
1	Contents	2
2	Instructions to the Bidder	3
3	Pre qualifying (PQ) Criteria	5
4	Annexure-I: Scope of Work	6
5	Annexure-II : Price & Payment Terms	18
6	Annexure-III: Time Schedule & Liquidated Damages	21
7	Annexure-IV: General Conditions , Special Conditions of Contract & Check List for Documents	23
8	Annexure-V: Stickers	31

## Instructions to the Bidder

### **Re-Tender for Appointment of Design Consultant for Upgradation of Medical College at Lucknow under PMSSY**

Offers\* are hereby invited by HSCC on behalf of the Ministry of Health & Family Welfare (owner) from competent (as per Pre Qualifying Criteria) Design Consultants. The agency shall carry out the Design & Drawing work as mentioned in Scope of Work for the above project as per enclosed scope of work, general terms and conditions, time period and mode of payments etc.

The offer shall be submitted in one sealed envelop (Main envelop) superscripted as **“TENDER FOR APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL / STR., HVAC, PHE / SERVICES WORK (LUCKNOW)”**. (Refer Annexure V)

This envelop shall contain the following two envelop within this.

**ENVELOPE MARKED NO.1** Shall contain cost of tender of Rs. 500 /- (non-refundable) and an Earnest money of Rs. 5,000/- (refundable) in the form of either demand draft or pay order in favour of HSCC (India) Ltd, payable at New Delhi. This envelop shall be superscripted as **“TENDER FOR APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL/STR., HVAC, PHE/SERVICES WORK (LUCKNOW)”**. (Refer Annexure V)

**ENVELOPE MARKED NO. 2** Shall contain all documents supplied with the tender duly signed and filled. This envelop shall be superscripted as, **“TENDER FOR APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL / STR., HVAC, PHE / SERVICES WORK (LUCKNOW)”**. (Refer Annexure V)

The last date of submission of tender is, August 17, 2007 up to 1500 Hrs. The tenders shall be opened in the presence of the representatives of the bidders who wish to participate in tender opening at 1530 Hrs on same day i.e. August 17, 2007 in the office of HSCC (I) Ltd. at the following address:

**HSCC (India) Ltd.  
E - 6(A), Sector -1, NOIDA, Uttar Pradesh.  
Pin- 201301.**

**The above main envelope (containing envelop 1 &2 in this) shall be put in the Special Tender Box provided at Ground Floor of HSCC Building, From 0900 Hrs of Aug 08, 2007 to 1500 Hrs of August 17, 2007. No other method of depositing of Tender shall be acceptable by HSCC.**

Ref: HSCC/Lucknow/D&E/2007/Enq01  
Dated: 07-Aug-07

Offers not complete in all respects and/or received without the cost of tender, earnest money, and conditional or not in accordance with our terms and conditions, will be summarily rejected. The decision of HSCC shall be final and binding in this regard. HSCC reserves the right to accept or reject any or all quotations without assigning any reason thereof and also take no responsibility for delay, loss or non-receipt of quotations sent by post either way.

Offers shall be valid for three months from date of submission of your bid.

(Uday Ravi)  
General Manager (D&E - Civil)

\*Parties who had participated in this tender earlier will have to apply again. As a consequence of tender cancellation, the EMD submitted shall be returned to the respective parties who have applied earlier.

## **PRE QUALIFYING (PQ) CRITERIA**

### **Following is the pre qualification criteria for the tenderers:**

Consultants/ agencies working for CPWD, Railways, MES, P & T Deptt., State PWD's, Semi govt. Organizations and Institutes or in reputed private Sector Firms who satisfy following criteria may participate :

1. Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the work.
2. Experience of having successfully completed 'similar works' during last seven years ending last day of month previous to the one in which applications are invited should be either of the following;
  - a. Three similar completed works consisting not less than the amount equal to 40% of the estimated cost.  
or
  - b. Two similar completed works consisting not less than the amount equal to 50% of the estimated cost.  
or
  - c. One similar completed works consisting not less than the amount equal to 80% of the estimated cost.
- 'Similar works' here mean design consultancy Services in the field of Architecture, Civil/Structure, HVAC, Electrical, PHE/Services of Hospitals/Laboratory, Institutional Buildings or Hotels.
- Turnover/Balance sheet details for the last 3 years are to be submitted.
3. The agency should have been in operational for at least 3 years carrying out this nature of work.
4. All the architectural work shall be handled in-house & the Office must be located in Delhi/NCR where this work would be carried out.
5. The agency shall be responsible to take statutory approvals from the respective concerned authorities as per project requirements.

All tenderers should submit adequate evidence with regard to points 1,2,3 above. With regard to Point 2, the proof of works executed as above & "Satisfactory Performance Certificates" shall also be enclosed. Besides, the agency shall submit concurrence/ acceptance on the points at 4 & 5 above.

*The approximate estimated cost of the design consultancy work is Rs. 32 Lakh (Rupees Thirty Two Lakh only)*

# **ANNEXURE-I: SCOPE OF WORK**

## **ANNEXURE-I: SCOPE OF WORK**

The scope of work in this enquiry has been divided into following three stages

- A. Preliminary Study & Concept Report
- B. Working Stage drawings
- C. Completion stage & Approval drawings

The requirements in each stage have accordingly been classified as below.

### **General Scope of Work**

#### **A. Preliminary study & Concept Report:**

##### **The preliminary study shall include following:**

1. HSCC has already done some preliminary work in various disciplines for the said project and is ready with drawings as listed below: The consultant has to carry out further work on lines of these already prepared drawings. Consultant is advised to visit HSCC office and see these drawings before submitting their offers since this input will be made available to consultant for preparation of final drawings.
2.
  - a. Consultant shall visit the site to know about the existing services and local conditions and building bylaws.
  - b. For the assessment of available work some drawings have already been prepared by HSCC in this project, it is suggested to make a visit (with prior information) to HSCC and go through the discipline wise available drawings.
  - c. Study of HSCC architectural inputs (including general arrangement plan, sections, elevations and levels, details) and their complete correlation with consultants' drawings for concurrence & consistence.
  - d. Specific evaluation of all arch drawings for consistency with contours.
  - e. Comments, if any, on arch inputs of HSCC and resolution of the same by co-ordination with HSCC.
  - f. Conclusion on all internal details along with HSCC architects. The details will include finishes schedule, specification etc.

**Basic Drawings already prepared and available with HSCC:**

**1. Service block:**

S. No.	Disciplines	No. of Drawings
1	Architecture	02
2	Civil/Structure	01
3	HVAC	-
4	PHE	01

**2. Hospital Block:**

S. No.	Disciplines	No. of Drawings
1	Architecture	8
2	Civil/Structure	7
3	HVAC	-
4	PHE	15

**Areas & No. of Floors:**

**1. Service block:**

S. No.	No. of Floors	Area (m2)
1	Ground Floor	873.44
2	-	-
3	-	-
4	-	-

**2. Hospital Block:**

S. No.	No. of Floors	Area (m2)
1	Ground Floor	5145.70
2	First floor	3561.00
3	Second Floor	2747.52
4	Third Floor	2569.93
5	Fourth Floor	2282.75
6	Terrace Floor	315.98
	Total Area	16622.88

**Concept report:**

1. The consultant will prepare design concept report separately for each discipline such as Architecture, Civil/structure, PHE/Services, Electrical, HVAC and Hospital Systems and Services (Kitchen, Laundry, CSSD, Medical Gas Manifold System, Steam Boiler and distribution System etc.) and submit it for approval of HSCC. The concept report shall be finalized considering the comments incorporation of preliminary study.
2. Based on Final drawings approved by HSCC, the agency shall prepare Presentation drawings, 3D views of each building showing all elevations, details and submit these drawings along with the concept report.
3. Consultant shall prepare an overall schedule of release of drawings as per the format of the limit given by HSCC before start of work.
4. Consultant shall submit the technical specifications, bill of quantities, layout plans, services requirement details for the Hospital Systems and Services (Kitchen, Laundry, CSSD, Medical Gas Manifold System, Steam Boiler and distribution System etc.)

Working drgs for all disciplines (Arch, Civil/str, PHE, and HVAC) will be submitted to HSCC for approval.

*The drawings may undergo minor/major revisions as per requirement of project/ Site condition /Customer and the same shall be carried out by the consultant for all disciplines appropriately in the stipulated price.*

**Drafting aspects:**

All drawings are to be made as per CAD standards adopted by HSCC based on the following:

- a. Directory structure
- b. File naming
- c. Layer naming
- d. Colour
- e. Pen thickness
- f. Text style & size

## **B. Working Stage Drawings:**

Scope of Work (Discipline wise)

### **1. Scope of work for Architecture**

The complex area comprises of following buildings & external services:

#### **Internal Buildings scope:**

- a. Service Block
- b. Hospital Block

#### **External services Scope:**

- a. Landscaping
- b. Roads
- c. Water supply system including Bore well, Water Treatment Plant, Pump house etc
- d. Sewerage system
- e. Storm water drainage system
- f. Rain water harvesting
- g. Recycling of waste water
- h. Fire fighting system
- i. External lighting
- j. Electrical Sub Station

**For the buildings already listed in the project scope the working drawings are to be prepared. It is to be clearly understood that the number of drgs can not be limited to any fixed number for the detailed/ execution stage & the appropriate number of drgs. shall have to be made as per project requirements & following good engineering practices.**

- This shall include preparation of detailed working drawings, getting comments from HSCC & finalization of the drawings on the basis of the comments.
- Based on HSCC's architectural drawings & master layout plan, the consultant shall develop & draft the detailed construction drawings i.e., plans, sections, elevations & reflected ceiling plans building wise to the scale of 1:100, 1:50 for the areas as required for toilets, staircases, ramps, reception lobbies etc. This shall be done in consultation with & under guidance of HSCC architects.
- Wall sections at various locations as indicated for internal & external walls of each building at 1:25 scale shall be prepared, indicating the material of finishes & their colors. The external wall sections will include elevations of the portions of the building in 1:50, 1:25 or any relevant scale indicating grooving

- patterns besides the material & colour of finishes along with matching cross section plans of fenestration systems for various blocks
- Detailed door & window schedules including expansion joint details, elevations & cross sectional details for each type at 1:25 scale for each building.
  - Schedule of finishes indicating the materials & color shall be prepared for each building of the complex on the basis of room coding & nomenclature.
  - Preparation of reflected ceiling plans for each room/ space indicating all ceiling mounted fixtures & equipments, lighting fixtures, air diffusers, sprinkler heads etc. in the areas / blocks specified by HSCC
  - Identification of all fixtures, fittings, computer terminals, computer closet, plug points, switches & efficient space planning in relation to these wherever required.
  - Designing of signage for the entire institute.
  - Detail drawings for Road layout, Landscape and horticulture.
  - Wherever required all aspects of sitting arrangement with relation to electrical fixture. Acoustics shall be detailed by the consultant.
  - Preparation of service drawings which shall completely co-ordinate services of P.H.E., electrical and site layout etc for internal and external.

## **2. Scope of work for Civil/Structural:**

Structural design & drgs. shall cover the following scope & items of work.

- a. Thorough study of the architectural drgs & input to the arch drgs considering the requirements of the structural system.
- b. Commented and approved Architecture drawings from Architecture Deptt., HSCC to be taken up for starting the Structural work, a copy of the same to be submitted with the final Structure drawings.
- c. All drawings of civil/structural shall be vetted by IIT, Delhi. However the fees payable to IIT shall be borne by HSCC. The consultant shall recruit his engineer from time to time as required for discussions/ coordination with IIT professors, incorporate their comments appropriately to their satisfaction & ensure to produce a design worthy of approval from IIT. Total responsibility in this regard shall be borne by the consultant.

- d. Structure design Basis Report viz. the assumptions to be made in Structure analysis and Design, to be approved from D&E, HSCC before start of the work.
- e. Structural System to be worked out in close co-ordination with D&E and Architecture Deptt., HSCC and the same to be approved before start of Space Frame Analysis.
- f. Similar coordination with other disciplines (Electrical, HVAC, PHE) by way of study of their drawings critically & recording the constraints/ special requirements of the structural elements sizes/ cutouts/ inserts etc.
- g. Conclusion on detailed framing plans, structural system for foundations & superstructure. The structural system has to be worked out so as to achieve a economical and safe design keeping in view the Serviceability requirements.
- h. Loads- Complete description of Basic loads, member loads, Earthquake and wind loads including load combinations. This shall also include any special loads like equipment loads, dynamic loads etc. For water containing structures, hydraulic pressures to be considered appropriately.
- i. STAAD analysis modeling the building as appropriate space frame(s) - The structural elements shall be accordingly sized to obtain the optimal designs based on the criteria as decided & approved by HSCC. Appropriate checks for deflections of structure as well as the individual members so as to restrict the same within permissible codal limits. Only Space Frame modeled with Dynamic Input & Analysis will be considered.
- j. Complete structural designs of all elements of sub & super structure. This shall include the designs of beams, columns, slabs, footings/ rafts - so that the design information can be readily converted into the detailed execution drgs. Each of the Structural drawings shall include a table showing the quantity of steel used bar dia wise and quantity of RCC used on that particular drawing. A separate sheet shall be submitted to keep track of the various major items qty's as the drawings progress floorwise i.e., the items of RCC, steel, shuttering, brickwork, flooring (category-wise), external finish quantities used to be submitted periodically.
- k. Detailed execution drgs. as well as any revisions their in arising out of site constraints or any other requirements like changes in the other discipline drgs.

- l. Wherever the construction planning has to be specifically suited to certain design requirements, the sequence of construction shall also be identified appropriately.
- m. **All responsibilities concerning with the stability of Structure, Structure drawings, compatibility with Architecture drawings, etc. lies with consultant Organization. A Structural Stability Certificate in line with HSCC's requirements/project requirement is also to be finished by the consultant.**
- n. **Final approved drawings, in principle, from D&E, HSCC to be signed by two Structural Engineers of consultant Organization before forwarding the same to D&E, HSCC**
- o. **Approval & clearance from D & E / HSCC shall be obtained for all the designs & drgs.**

*Relevant codes (latest), standards & the prevailing good engg. practices shall be followed in carrying out the above work. Details/References (of same) shall be furnished so as to facilitate the checking of design calculations etc.*

### **3. Scope of Work for PHE/Fire Fighting & other Services:**

This will include following sub parts.

#### **a. Roads:**

1. Planning and designing road layout – Alternative road layout in order to minimize cost and Finding co-ordinates of road center line at the interval of not more than 20 m on straight line and at all junctions, curve, turning points.
2. Alternative road layout to optimize cost of excavation and filling keeping in view the better serviceability.
3. L-section showing chain age, Ground level, formation level, depth of cut, depth of fill, longitudinal slope, location of culvert etc.
4. Design of typical road cross in cutting, filling. Depth, camber design etc.
5. Design of horizontal curve, vertical curve, super elevation, retaining wall, culverts and any other works related to road work.
6. Planning and designing road drainage system.

**b. Water Supply:**

1. Identification of different source of water and their potential to deliver- river, bore well, rain water etc.
2. Assessment of water requirement for each buildings and facilities.
3. Planning and designing of internal water supply system for each building. Calculation of fixtures unit, size of riser, down take and horizontal pipe. Head loss, Pressure check at delivery point. Storage capacity of terrace tank. Details of valve and fixtures.
4. Planning and designing of external water supply system –rising main/gravity and branch pipe. Design should be done using software package-Preferable LOOP/BRANCH developed by UNDP.
5. Design of underground storage tanks cum pump house.
6. Design of water treatment plant, pump house, piping for water supply scheme.
7. Design and layout drawings of over head tanks over the buildings, including mechanical pipe fittings, valves and connections.
8. The plumbing drawings shall indicate the size and location of the pipes, details and plan view, and supporting details of equipments and plumbing fitting & fixtures along with locations, legends, notes etc. complete.

**c. Sewerage System:**

1. Planning and designing of internal sewerage system. Size, slope and specification of soil pipe, waste pipe, vent pipe . Details of sunken area-co-ordination with structural drawings for beam/slab sleeve details. Details of Floor trap, floor drain, FCO. and plumbing system .
2. Assessment of sewage discharge from each building. Design of external sewerage system. Details of Manhole, Gully Trap, Cradle, Junction etc.
3. Design of sewage/effluent treatment plant. Process details. Capacity of treatment facilities of sewage / waste water.
4. Design for Reuse / recycle of waste water.

**d. Storm Water Drainage System:**

1. Design of roof drainage. Provision of rain water pipe , gutter etc for disposal of rain water.

2. Disposal system of storm water beside building / complex.
3. Storage system of rain water for recycles.
4. Design of external storm water drainage scheme and final disposal system.
5. Detailed design of rain water harvesting system.
6. Formation level of buildings and surrounding areas for surface drainage.

**e. Fire Fighting System:**

1. Identify minimum requirement of fire fighting system as per latest building by-laws and NBC, also considering the local authority guidelines.
2. Design of internal/external fire fighting system including main fire ring, yard hydrant, fire tank, pumping system and all other items required as per latest by laws.
3. Design of internal fire fighting system such as wet riser, down comer, first aid hose reel, sprinkler system and all other accessories as per latest code.

#### **4. Scope of work for HVAC and Special service's:**

- a. Coordination of all the HVAC drawings with Architectural drawings, structural drawings, PHE drawings, electrical drawings and other services drawings and submission of recommendations in case of clash.
- b. HVAC working stage drawings (fabrication drawings) will be prepared by the execution contractor (& not by consultant) and will be checked by consultant only if asked by HSCC.
- c. Review of submissions and technical data of equipments (submitted by the executing contractor), only if asked by HSCC.

#### **Scope of work for Hospital Systems and Services Kitchen, Laundry, CSSD, Medical Gas Manifold System, Steam Boiler and distribution System etc.:**

The following shall be included in the scope of the Consultant:

- a. Preparation of design basis report for all the systems and services.
- b. System planning and designing
- c. Selection of equipments
- d. Preparation of technical specifications of equipments and services including all associated items of works
- e. Identify and submit the services requirements for each equipment and system.
- f. Preparation of layout plans of each of the services clearly indicating the equipment locations, clearances required, levels, foundation requirements etc.
- g. Preparation of Bill of Quantities for each of the services.
- h. Submission of quantity calculation/takeoff sheets.
- i. Carrying out necessary modifications/amendments to incorporate comments / observations given by HSCC on the design basis reports, specifications, drawings, bill of quantities etc.
- j. Hospital Systems and Services (Kitchen, Laundry, CSSD, Medical Gas Manifold System, Steam Boiler and distribution System etc.) working stage drawings will be prepared by the executing contractor (& not by consultant) and will be checked by consultant only if asked by HSCC.

## **5. Scope for Electrical:**

Addition of Optional Items like Preparation of detailed working Electrical layout drawings based on the tender design drawings / latest architectural drawings & other services drawings including sub station layout, SLD & external electrical layout, telephone System, PA system, FDA system, Computer networking, CCTV, Cable layout, Street lighting, Disc antenna system, Lifts, Earthing & Lightening protection, Nurse call bell system, coordinating drawings with other services. Load calculation.

### **Sets for submission of drawings (for all disciplines) during Working Stage:**

Design Calculation	: 1 set + soft copy
Drawings	: Maximum 3 check prints + soft copy

## **C. Completion stage & Approval drawings**

Subsequent to following stages and working drawings stage the applicant shall prepare all the completion drawings as per building bye laws/norms and obtain approvals from concerned local authorities, as applicable. Design Concept & initial drawings including load calculations etc shall be prepared for submission to statutory authority agencies for arranging load sanctioning etc. as per project requirements.

## **ANNEXURE- II: PRICE & PAYMENT TERMS**

## ANNEXURE- II: PRICE & PAYMENT TERMS

### 1. Price:

'Total lump sum consultancy fee' (TLCF) shall be in Rs. \_\_\_\_\_  
(In words \_\_\_\_\_ ) inclusive of all taxes.  
The TLCF shall be strictly a lump sum figure in INR and must not be expressed in % of project cost, function of covered area or any other format.

### 2. Payment Terms:

This 'Total lump sum consultancy fee' shall be billed as per following 15 milestones (spread over 3 stages and 5 disciplines.). The billing break up of the 3 stages shall be split as 15%, 70% & 15% for preliminary, working and completion stage respectively. Accordingly the cells to be filled in the table below.

Sr.	Stage of work	Discipline-wise price to be filled for in the respective cell in INR					Total (F) =(A+B+C+D+E)
		Arch. (A)	Civil/ Structural (B)	Electrical (C)	HVAC & Special services (D)	PHE/ Services (E)	
1.	Preliminary study/Concept Report						Rs.----- To add up to 15% of (TLCF)
2.	Working Stage						Rs.----- To add up to 70% of (TLCF)
3.	Completion & Approval Stage						Rs.----- To add up to 15% of (TLCF)
	Total amount						

- a. The consultant shall submit maximum 6 running bills & one final bill i.e. up to 7 total bills.
- b. HVAC & Special services Hospital Systems and Services (Kitchen, Laundry, CSSD, Medical Gas Manifold System, Steam Boiler and distribution System etc.) working stage drawings will be prepared by the executing contractor (& not by consultant) but will be checked and coordinated by consultant.

**3. Invoices:**

For all Stages the consultant shall raise three sets of invoices:

- a. Only after completion of the respective stages as listed in the table above.
- b. Billing break-up as above shall be strictly followed.
- c. No further splits of the prices shall be considered for billing purposes.

**4. Security deposit:**

A Security deposit of 10% of running bills subject to a maximum of 5% of total order value will be retained. This shall be payable after 3 years of date of order OR successful commissioning of the project whichever is later.

## **ANNEXURE-III: TIME SCHEDULE & LIQUIDATED DAMAGES**

### **ANNEXURE-III:TIME SCHEDULE & LIQUIDATED DAMAGES**

#### **1. Completion time Schedule:**

Time being the essence of this contract, the consultant shall ensure strictly the completion schedule. This includes all the four stages as listed below

S.No.	Stage of work	Total Time (in weeks) starting from the date of award of work
1.	Preliminary study / Concept report	4
2.	Working Stage	8
3.	Completion & Approval Stage	4
4.	Total time schedule	16

**The agency shall submit first lot of drawings (50%) within 2 months from the award of work, so that work can be started at site.**

#### **2. LD for delay in completion:**

- a. LD shall be levied upon the consultant in case of delay in fulfilling the obligations under this agreement for causes solely attributable to the agency at 1% (one percent only) of the contract fee per week of delay subject to a maximum of 5% of the total contract fee.
- b. For computing the LD amount, the period of delay on the part of the consultant shall be worked out by HSCC going strictly by the time schedule mentioned in this order. The agency shall be liable to pay this compensation to HSCC.
- c. However, no LD shall be levied in case the delay is on account of release of design input to the consultant from HSCC side. In such cases the time schedule shall be reworked & a suitable extension of in time granted for work completion. **NO EXTRA PRICE SHALL BE PAYABLE BY HSCC TO THE CONSULTANT FOR THE DELAYED PERIOD.**

**ANNEXURE- IV:  
GENERAL CONDITIONS, SPECIAL  
CONDITIONS OF CONTRACT &  
CHECK LIST FOR DOCUMENTS**

## **ANNEXURE- IV: GENERAL CONDITIONS OF CONTRACT & SPECIAL CONDITIONS OF CONTRACT**

### **Preamble:**

M/s Hospital Services Consultancy Corporation (India) Limited i.e. HSCC is a turnkey consultant in the field of Medical Facilities. Due to capacity and time restraints, detailing of design and drawing work is often sublet to detailer agency as and when required. The General conditions of Contract are as under:-

### **1. Delay And Extension:**

If the work is delayed by force majeure or any other cause which in the absolute discretion of the employer is beyond the agency's control, they shall immediately upon the happening of such event contributing to delays give notice thereof in writing to the employer but shall nevertheless use constantly their best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of HSCC to proceed with the work.

Request for extension of time shall be made by the agency in writing within 7 days of the happening of the event causing delay. The agency shall also indicate with any such request, the period for which extension is required. In any such case HSCC may give a fair and reasonable extension of time for completion of individual items of groups and items of work for which separate period of completion are specified in the contract as a whole, but it shall be the sole discretion of the employer to grant or refuse such extension.

The decision of HSCC in regard to the extension will be communicated to the agency in writing within a reasonable time but no compensation or any extra amount shall be paid for such extensions granted by HSCC.

### **2. RISK PREJUDICE CLAUSES**

- a. Arbitration:** If at any time any doubt, question, dispute or difference whatsoever, shall arise between the agency and HSCC upon or in relating to or in connection with this contract, either of the parties may give the other notice in writing of the existence of such doubt, question, dispute or difference and the same shall be referred to the Chairman- cum-Managing Director, HSCC or his nominee as Sole Arbitrator in accordance with the latest Indian

Arbitration Act, later amendments, if, any. The decision of the sole arbitrator thereon shall be final, conclusive and binding upon the parties to dispute.

The party invoking arbitration shall specify the dispute or disputes to be referred to the arbitration under the clause together with the amount or amounts claimed in respect of each of dispute.

- b. Jurisdiction Of Court:** All disputes arising out of the contract shall have the jurisdiction of courts of the Union Territory of Delhi only.
- c. Termination Of Contract :** HSCC reserves the right to terminate, or postpone the work for good and sufficient cause and shall give 30 days prior notice in writing to the agency (HSCC being sole judge for the same). The agency shall be paid for the useful work done up to the date of termination. HSCC shall determine the credit to be given to the agency for the value of the work executed by the agency. The agency shall give HSCC all the data, compiled report, drawings etc. prepared by them till the date of termination before the final dues are paid to the agency. Even after the termination of agreement, the agency shall continue to cooperate with HSCC to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations in documents or detailing made by them.
- d. Breach Of Trust:** Unless otherwise directed by HSCC specifically, the agency shall not contact directly or indirectly the client or any other authorities connected with the project. Non compliance of this clause shall be treated as breach of trust resulting in the termination of contract between HSCC and the agency forthwith without any prior notice to him. In such event, no job will be entrusted to him in future by HSCC.

### **3. Discussions With HSCC And Approvals:**

- a. Availability:** The agency shall make themselves available at reasonable notice to be present for discussion with HSCC. The agency shall also provide assistance, advice and information to HSCC as may be required from time to time for discussions with other agencies or HSCC officials connected with the work without any extra claim.

- b. Weekly Meetings:** The design detailer with his associates will regularly attend the HSCC office for weekly meetings on the date specified by HSCC till the completion of the design job in which the progress made in the works will be discussed and clarifications required if any will be given. All cost incidentals to such interaction for meetings shall be to the detailer's account and no claim shall be entertained by HSCC on this account.
- c. Approval of work:** The agency shall get approved the work done by him at every stage throughout the period from HSCC. However, such approval by HSCC shall not be deemed to absolve the agency of the total responsibility of the correctness and soundness of the work and other obligations under this contract.

#### **4. Guarantee And Liability Of The Agency:**

- a. LIABILITY:** The Agency shall be liable for all consequence of errors and omissions arising from errors solely attributable to agency or on the part of their employees to the extent and with the limitation specified by HSCC.
- b. Associated necessary work:** Any other items of work not mentioned specifically in the scope of work but required/felt necessary for the completion of the project as a whole in all respects shall be deemed to be included in the scope as well as in the fee quoted by the detailer and no extra claim shall be admissible on this account.

#### **5. Ownership Of Documents & Copy Rights:**

- a.** The copy right of all drawings, reports, calculations, BOQs, Tender papers and other similar documents provided by the agency in connection with project / work shall remain vested in HSCC.
- b.** The agency shall not publish without the written consent of employer or use for purpose other than those for this work, the articles, designs, photographs or illustrations, related to this work / project.

**6. Changes or Alteration of Drawings/Designs/ Arrangement / Scheme Etc.:**

Changes or alterations as desired by HSCC due to site considerations or otherwise as required during the pendency of the contract will be done by the agency under their scope of work within the Lump Sum fee already quoted and agreed upon.

**7. Correctness And Accuracy Of Data :**

The agency shall be full responsible for the correctness and accuracy of the data, planning, designs, drawings, specifications, bills of quantities and documents furnished by them. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to HSCC take all steps necessary to remedy/rectify the said defects or inadequacies. The Detailer shall incorporate all the modification or changes as desired by the HSCC in the drawings, plans and reports, design etc. at no extra cost to HSCC.

**8. Safety Of Design:**

The agency shall be fully responsible for the safe designs as per national standards and requirements. In the absence of National Standards, the requirement would of International standard.

**9. Performance Guarantee:**

The agency shall fully stand guarantee and indemnity the HSCC for the design and detailing done by them as also performance and detailing etc. of the works. Agency shall submit guarantee to HSCC on pro forma approved by HSCC.

**10. Code Of Practice:**

The report, design and drawings for all works shall conform to local building bye-laws and other state regulation as well as to relevant latest Indian Standard Specifications and/or Standard Code of Practice. Where Indian Standards are not available, equivalent International Standards and/or generally accepted sound engineering practices shall be followed. Deviation from BIS recommendations and adoption of other code of practice will require prior

approval of HSCC in writing. All reports, computations, drawings, shall be submitted in English language and in metric/SI units.

#### **11. General Conditions:**

- a. Participating Consultants shall have sufficient professional staff and infrastructure for all the architectural work and components. For the Engineering components appropriate partner may be associated with. The name and brief credentials of such supporting consultant shall form a part of this offer. The agency shall submit the credentials of proposed supporting consultants discipline wise at (preferably 2 in number per discipline) who have handled similar type of works.
- b. The company on his part shall involve any competent consultants capable of completing the work effectively within the given schedule time. There shall be reviewed by HSCC and approved if found suitable.
- c. Agency quoting for the above should have their design office in Delhi/NCR with sufficient professional staff who can take up the work efficiently.
- d. Consultant shall make visits to site as and when required by HSCC subject to maximum 5 visits. The expenditure against this shall be included in consultancy fees quoted by consultant. However, if more visits are required the expenditure shall be borne by HSCC as per terms and conditions of HSCC.
- e. Consultant shall submit 3 check prints (one each at different stage as the drg is offered for HSCC comments) of each drawing and soft copies. The final prints shall be plotted by HSCC as per requirement.
- f. The quantities of R.C.C., steel reinforcement, brick work, flooring item and external cladding/finishing shall be submitted along with detailed drawings prepared by consultants.
- g. The B.O.Q. as already prepared by HSCC which is readily available for reference. These quantities of items should be kept in mind while detailing/designing the buildings. The consultant shall from time to time cross check to examine that the actual quantities computed from his drgs do not exceed the BoQ quantities by more than 5%, particularly for various important items (value-wise) of work.
- h. The agency shall submit credentials of sub-consultants at preferably 2 in number per discipline who have handled similar type of works.

**12. Special Conditions:**

- a. HSCC reserves the right to reject all tender, without assigning any reasons thereof.
- b. HSCC reserves the right to get the work done fully or partly as per project requirements.

*CHECK LIST OF DOCUMENTS TO BE ENCLOSED*

- |   |        |
|---|--------|
| 1) Envelop No.1 containing cost of tender and EMD   | Yes/No |
| 2) Envelop No.2 containing tender documents along with following additional documents duly filled and signed. |        |
| a) Tender pre qualifying criteria documents.  |        |
| ✓ Financial details.  | Yes/No |
| ✓ Experience of similar work don details.   | Yes/No |
| ✓ Three years operation detail.   | Yes/No |
| ✓ Documents supporting design office in Delhi/NCR.  | Yes/No |
| ✓ Concurrence of PQ criteria (regarding statutory approvals)  | Yes/No |
| 3) Brief credentials of supporting consultants discipline wise.   | Yes/No |

# **ANNEXURE-V**

## **STICKERS**

Ref: HSCC/Lucknow/D&E/2007/Enq01  
Dated 07g 07

**MAIN ENVELOPE**

**“TENDER FOR  
APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL/STR., HVAC,  
PHE/SERVICES WORK (LUCKNOW)”**

TO,  
SHRI UDAY RAVI, *GENERAL MANAGER (D&E-CIVIL)*  
HSCC (INDIA) LIMITED,  
E-6A, SECTOR-1,  
NOIDA-201301

**FROM:**

*Tenderer to write his complete address here*

Ref: HSCC/Lucknow/D&E/2007/Enq01  
Dated 07-Aug-07

**ENVELOPE-1**

**“TENDER FOR  
APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL/STR., HVAC,  
PHE/SERVICES WORK (LUCKNOW)”**

**COST OF TENDER AND EMD**

FROM:

*Tenderer to write his complete address here*

Ref: HSCC/Lucknow/D&E/2007/Enq01  
Dated 07-Aug-07

**ENVELOPE-2**

**“TENDER FOR  
APPOINTMENT OF DESIGN CONSULTANT FOR ARCHITECTURE, CIVIL/STR., HVAC,  
PHE/SERVICES WORK (LUCKNOW)”**

**TENDER DOCUMENTS**

FROM:

*Tenderer to write his complete address here*