



**Government of India
Central Public Works Department**

Name of work:- Providing Comprehensive Consultancy Services for Planning & Development of the Proposed All India Institute of Medical Sciences at Awantipora, Kashmir(J&K)

**REQUEST FOR PROPOSAL
(RFP)**

**CENTRAL PUBLIC WORKS DEPARTMENT
O/O CHIEF ENGINEER (NZ-V), CPWD, Jammu**



Name of work:- Providing Comprehensive Consultancy Services for Planning & Development of the Proposed All India Institute of Medical Sciences at Awantipora, Kashmir(J&K)

NIT/RFP No.: 13/EE/SPD/2018-19

Tender ID:-

Security Deposit:-

Performance Guarantee:

Contract Period:

This bid document contains 128 pages from 01 to 128 including the cover & last page.

**Assistant Engineer(P)
O/o Chief Engineer(NZ-V)
CPWD, Jammu.**

**Executive Engineer(P)
O/o Chief Engineer(NZ-V)
CPWD, Jammu.**

**Superintending Engineer(E)
Jammu Central Electrical Circle,
CPWD, Jammu**

**Superintending Engineer(P)
Planning Cum Jammu Central Circle
CPWD, Jammu**

APPROVED

**Chief Engineer(NZ-V)
CPWD, Jammu**



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===PRESS NOTICE===

CENTRAL PUBLIC WORKS DEPARTMENT
GOVERNMENT OF INDIA
NOTICE INVITING 'REQUEST FOR PROPOSAL' (RFP)
(GLOBAL ENQUIRY)

Executive Engineer, Srinagar Project Division, CPWD Srinagar invites on behalf of President of India, online offers in two bids system (i.e. Financial Bid and Technical Bid) from eligible Architectural Firms/Consortium of Firms for the **Comprehensive Consultancy Services for Planning & Development of the proposed All India Institute of Medical Sciences at Awantipora, Kashmir (J&K) under 'Pradhan Mantri Swasthya Suraksha Yojana' (PMSSY)**. The Medical Institute would be a 750 bedded Hospital with Teaching and Research Facility and allied infrastructure/services.

The prospective bidders may download the RFP document from www.tenderwizard.com/CPWD, www.CPWD.gov.in and PMSSY Portal <http://pmssy-mohfw.nic.in> on **18.09.2018** onward for further details regarding the eligibility criteria, Scope of Work, submission of bids, Conditions of Contract, etc. The last date of submission is **30.10.2018** upto **14:00** hrs. A pre-submission conference shall be held at CPWD office, Jammu on **04.10.2018** at **11:00** hrs. The Bid Security is **Rs.10 lakhs**.

Prospective applicants are also advised to regularly scan through the CPWD website as Corrigendum/amendments etc., if any, will be notified on these websites only and no separate advertisement will be made for this.

NIT No. 13/EE/SPD/2018-19

Not to be published below this line.

Executive Engineer
Srinagar Project Division, CPWD
Srinagar



CENTRAL PUBLIC WORKS DEPARTMENT
GOVT. OF INDIA

NOTICE INVITING BID FOR CONSULTANCY SERVICES

Executive Engineer, Srinagar Project Division, CPWD Srinagar invites on behalf of President of India online offers in **Two bid system (i.e. Technical bid & Financial bid)** from the eligible and reputed Architectural/Engineering Consultancy firms for the following work:-

NIT No.	13/EE/SPD/2018-19
Name of work	Providing Comprehensive Consultancy Services for Planning & Development of the Proposed All India Institute of Medical Sciences at Awantipora, Kashmir (J&K).
Time allowed for completion of work.	84 Months (12 months for planning, 60 months for construction and 12 months for defect liability period)
Last Date and time of online submission of Bids as well as hard copies of all uploaded documents	Up to 14:00 hours on 30.10.2018
Date and time of Pre-bid Meeting	At 11:00 hours on 04.10.2018 in the O/o CE(NZ-V), CPWD, Satwari Cantt. Jammu.
Date of opening of Technical Bid Stage-I	At 14:30 hours on 30.10.2018 .
Date of Technical Bid Stage-II (Presentation)	Presentation to be made by qualified Bidders in Stage-I of Technical Bid as per laid down norms(Date and Venue to be intimated later)
EMD	Rs. 10, 00, 000/- (Rupees Ten Lac).
Validity of Bid	60 (Sixty) days from the date of opening of Financial bid.
Bid documents	Bid documents can be seen on the website: and are to be uploaded and submitted (Hard Copy) along with requisite documents.
Opening of Financial Bids of Technically qualified bidders	Shall be intimated later on (Financial Bids of only those bidders will be opened who qualify as per laid down parameters in Technical Stage-I and Technical Stage-II)
Address and Venue of submission of bids	O/o The Executive Engineer, Srinagar Project Division, CPWD, Srinagar

1.1.1 Bidders may obtain further information in respect of this RFP document from the office of the Executive Engineer, Srinagar Project Division, CPWD, Srinagar and during the pre bid conference to be held as mentioned above.



- 1.1.2 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 18.1.2 of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- 1.1.3 Department reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against Department for rejection of their Bid.

Executive Engineer,
Srinagar Project Division,
CPWD, Srinagar



CHAPTER 3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENT



CHAPTER-3

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING & SUBMISSION OF DOCUMENTS

1.0 INTRODUCTION:-

Online offers under two bids system in the prescribed forms are invited, from the eligible Bidders having experience of providing Comprehensive Consultancy services for a similar project of Hospital and Medical institute during the last 10 years ending previous day of last date of submission of tender. **A similar project here means “Comprehensive Consultancy Services for planning and designing of Super Specialty Hospital with all internal and external services.”**

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

A. Technical Experience Criteria

Having experience of satisfactorily completing comprehensive Design & Architectural work, in single Work Order, in the last ten years (ending previous day of submission of bids) for any of the following similar nature of work(s) as a sole consultant or as a member of a consortium :

- (i) **One 500 bedded** Super-Specialty/ multi-specialty hospital with all internal and external services in India/ abroad

or

- (ii) At least **Two 350 bedded** Super Specialty/multi-specialty hospital with all internal and external services in India/abroad

or

- (iii) **Three 250 bedded** Super specialty/multi-specialty hospital with all internal and external services in India/abroad

Note :

- The Qualifying Work(s) should be physically completed at site or the qualifying works should be 90% completed at site subject to submission of all required drawings/details by the Consultant. In case of a consortium, each member shall have a minimum experience of designing at least one 250 bedded Hospital including internal and external services. The work should have started at site after approval of Client/ local bodies. In case, approval of local body is not required, the Client should be a Govt/ Semi Govt. department/PSU/ Autonomous body.
- The completion certificate of the work(s) issued by the client shall be submitted along with RFP documents by the bidder. (Form D)
- Bidders shall enclose copies of letters of Award for the works duly certified {clearly mentioning the scope of work handled by the bidder (sole firm/member of the consortium)}. These shall be duly authenticated by the client.
- The Certifying authority of the Client Organization for these qualifying works shall not be below the rank of Executive Engineer for Government works and for Private Works a person holding Power of Attorney/Authorized signatory duly authorized to do so.
- Scope of similar nature of works for comprehensive architecture and design in all the above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying.
- For the purpose of above works, the Medical College/teaching facility means – Medical Education facility with Undergraduate and/or Post Graduate level (excluding Dental, nursing & Paramedical).
- The bidder must have past experience of executing similar nature of work as a single firm or as member of consortium. In case past experience of the bidder is as a member of a different Consortium, the bidder should have been involved in that consortium as the Architect in that past experience to be



eligible to count such experience against the above Technical Eligibility criterion.

- The bidder is required to submit certificate of completion of assignment as above issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. **It is desirable that the certificate is submitted in the format in Form D. However, a Certificate issued by the client not conforming to the Form -D may also be acceptable provided it has all the requisite data as sought in Form -D.**

B. Financial Criteria-

- (i) Bidders (Single firm/ Consortium of firms-*Turnover of each member of Consortium will be accounted for to arrive at average annual financial turnover of consortium*) should have average annual financial turnover, from consultancy assignments, of Rs.5.0 crores (or equivalent US dollars as per exchange rate on the previous day to the last date of submission of bid) in immediate preceding three financial years as applicable.
- (ii) In case of a consortium, each member shall have a minimum turnover, from consultancy assignments, of Rs.2.5crores (or equivalent US dollars as per exchange rate on the previous day to the closing date of submission of bid) as average annual consultancy turnover in immediate preceding three financial years as applicable.

Note:

- It may be noted here that only fee received by the bidder against Building Consultancy such as architectural & structural consultancy including services work will be considered to determine the financial capacity of the bidder and not for any other activity undertaken by the firm.
- Experience and financial turnover of sub consultants will not be considered for meeting the Qualifying financial/work experience requirements and criteria.

CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the RFP. The details of CQCCBS selection parameters are provided in this RFP.

Note-

A Lead Architect of the Consultant should be registered with Council of Architecture in India or shall be a person authorized under Section 37.1 (b) of the Architects Act, 1972.

Foreign Bidder shall either have an office in India or shall give an undertaking along with their Bid that they will establish an office in India as a legal entity as per rules and law of Govt. of India before signing the agreement. In case of JV with any Indian Firm, this condition will not be applicable.

The experience and financial turnover should be in the name of the Bidder (sole firm or member of consortium). Experience/turnover in the name of Group Company/ Subsidiary/ Sister Concern/ JV etc. will not be considered.

However, a Bidder can form a consortium with its Group Company/ Subsidiary/ Sister Concern/ JV/ Holding Company/ Parent Company to claim their credentials in terms of the provisions of the RFP document.

Foreign bidders can bid using their own credentials and authorize their legal entity or wholly owned subsidiary in India to execute the contract for & on their behalf. In such a case, the contractual obligation shall remain with the foreign bidder. A MOU between the foreign bidder and their Indian legal entity or wholly owned subsidiary in India authorizing the Indian Legal Entity or wholly owned subsidiary in India to sign and execute the contract for and on their behalf shall be required to be submitted by the foreign bidder.



3.0 Disqualification

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

- a. The Bidder has:
 - i. If, the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
 - ii. Made misleading or false representations in the forms, statements and attachments submitted;
 - iii. Submitted more than one Bid for the same work.
- b. No bidder either individually or as part of a Consortium shall submit more than one proposal for the proposed work. A bidder, applying either individually or as part of a Consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

4.0 Norms for Consortium

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

- I. The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract with the Executive Engineer, Srinagar Project Division, CPWD, Srinagar and to carry out all the obligation under the contract. The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member and both the members of consortium shall be jointly and severally liable for the performance of the contract. The consortium agreement shall be governed by the laws of India and shall be subject to the jurisdiction of Indian Court only.
- II. Duly notarized copy of consortium agreement on non judicial stamp paper shall be submitted along with the /Proposal/Bid failing which, the /Proposal/Bid shall be declared as non-responsive and summarily rejected.
- III. The Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a duly notarized Power of Attorney as per form Q and should be signed by all the members on a non-judicial stamp paper of appropriate value.
- IV. All the members of the Consortium shall be jointly and severally liable for the execution of the Project
- V. Consortium to have maximum of TWO members only
- VI. Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence duly certified in support of the information required vide para 9 of this chapter.

5.0 Broad Scope of Consultancy Services

Consultancy services will consist of making Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Landscaping, Horticulture and Electrical works etc. including preparation of drawings as per details given in the Chapter-5. The Consultant has to prepare a Master Plan, schemes, designs and drawings of new proposed structures and services on a total plot area of around 221 acres as per guidelines of Master Plan.

In addition to above, the scope of work includes obtaining all required approvals and clearances for commencing the construction works including NOC for the schemes and designs of fire- fighting, Water Supply, Drainage and all other services and all environmental clearances etc. from the local bodies including, Central Pollution Control Board, Fire Services, MoE&F (GoI), Central Ground Water Authority, Air-Port Authority of India, Pollution Control Committee, etc. Consultant shall also obtain completion certificate from local bodies including NOC (No Objection Certificate) from statutory bodies for the campus after completion of works.



The terms and conditions of the contract for providing consultancy services are given in detail in Chapter 6 in this document. The Bidders are requested to go through all the Chapters of this document for acquainting themselves about the project and scope of Comprehensive Consultancy Services.

6.0 Local Conditions and Preliminary Costs

6.1.1 Each Bidder should fully acquaint himself of all local conditions, local bye laws and factors, details of ownership of the said plot of land which may have any effect on the execution of services covered under this document and specifications. It must be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. CPWD will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders are strongly advised to inspect the site and assess all site conditions including geotechnical conditions.

6.1.2 All costs of preparing the proposals, presentations including site visits etc. shall be borne by the Bidders. No claim would be accepted at a later date arising out of inadequate assessment of site conditions/requirements.

7.0 Time schedule

Time for completion of project will be 84 months including 12 months for defect liability period. If the main work at site does not complete within 60 months, this agreement will also extend without any cost to either of the party. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Comprehensive Consultancy services for developing the new campus of AIIMS. The time schedule of stage wise activities of consultants is given in clause 43 of 'Chapter-6: Scope of Comprehensive Consultancy Services' contained in this document.

8.0 Earnest Money

The bidder shall also submit Earnest Money of **Rs. 10,00,000/-** in the form of Receipt Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call receipt or Fixed deposit receipt of scheduled bank drawn in favour of **Executive Engineer, Srinagar Central Division, CPWD, Srinagar** payable at Srinagar shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the **Executive Engineer inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposited to the bidder. This receipt shall be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.**

No interest shall be payable by the department for the earnest money deposit.

i. No bank guarantee will be accepted in lieu of the earnest money deposit.

iii. The EMD shall be forfeited by the Department in the following events:

- (a) If the proposal is withdrawn during the validity period or during the extension agreed by the consultant thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the department after opening of Proposal during the validity period or any extension thereof.
- (c) If the bidders tries to influence the evaluation process.
- (d) The necessary Performance Security for performance is not furnished as per Clause 6 of Chapter 9 and/or the Contract is not signed within the time limit specified in Clause 19.1.2 of this Chapter.

The earnest money of unsuccessful Bidders shall be discharged/ returned by Department as promptly as possible, after the expiration of the Bid Validity as defined in Clause 16. The earnest money deposited by the successful bidder will be refunded after submission of performance guarantee by successful bidder after award of work.

9.0 Technical Bid

The Technical Bid submitted by the bidder should duly consider the requirements as per Chapter-4- New Campus of AIIMS, Awantipora(J&K): Vision and Requirements and provisions of the Chapter-6: Terms of Reference and Scope of Comprehensive Consultancy Services and Chapter-9: Conditions of Contract. If in the view of the bidder, any further activity/activities are needed, which are essential for accomplishment of the job, the same should be highlighted in the technical proposal and included in the lump sum fee to be quoted by Bidder in the Financial Bid. For submitting the conceptual scheme and basic design concept as per permissible design parameters, bye-laws, all government gazette



notifications, statutory regulations and guidelines and sound engineering practice shall be followed.

The formats for submission are enclosed in this document as Annexure to help the Bidders in submission of offers.

9.1 List of Documents for Technical Bid to be uploaded on CPWD's Website and submission in hard copy

The following documents and/ or affidavit should be duly attested and scanned copies uploaded on CPWD's website. Further, hard copies of these documents are also to be submitted to the office of Executive Engineer, Srinagar Project Division, CPWD, Srinagar on **30.10.2018** up to **14:00 Hours** as detailed below:

- i. The copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer (including NIT issuing EE) CPWD. **(Earnest Money Deposit should be in favour of Executive Engineer, Srinagar Central Division, CPWD, Srinagar.**
- ii. Details of the experience of the bidder (Annexure- A, B, C, D)
- iii. Organizational description and details of the Bidder's firm (Annexure-E)
- iv. Details of Key Personnel proposed to be deployed on this project (Annexure-F)
- v. Financial Capability of the bidder (Annexure- I)
- vi. In case of a Consortium, as explained in Clause 2.4, Declaration of the lead member as per form R
- vii. Consortium Agreement in case of a Consortium
- viii. Integrity Pact (Annexure-J)
- ix. Integrity Agreement.
- x. Curriculum Vitae for each staff member including the Lead Architect/ Team leader to be deployed on the work (Annexure-K)
- xi. Proof of Deployment of Key Personnel of organizational structure of bidder and sub-consultants in the shape of TDS certificate downloaded from website of IT Department of current financial year & salary slips for last 3 months.
- xii. Confirmation of Online Submission of Financial Bid (Annexure-L)
- xiii. Undertaking as per (Annexure-M)
- xiv. Abstract of Consultancy Fee (Appendix-II) **To be submitted ONLINE ONLY.**
- xv. Power of Attorney for authorized signatory as per (Form-Q).
- xvi. Pan Card issued by Income Tax Department.
- xvii. Details of Financial turnover for last five financial years supported by copies of balance sheet and Income & Expenses Account authenticated by auditor.
- xviii. Copy of registration of firms/associated firm (as partner or employee) with Council of Architecture.
- xix. Proof of gross receipt of average annual fee of Rs. 5.00 Crore (Rs Five Crores) in immediate preceding three financial years ending 31.03.2018 authenticated by auditor.
- xx. Copy of audited Profit and Loss statement for the preceding five years ending 31st March, 2018.
- xxi. Document confirming that the bidder has at least one of the team members as GRIHA / LEED Accredited Professional or the bidder is associating with GRIHA/LEED Accredited Professional.
- xxii. Conceptual scheme including the methodology proposed for performing the assignment demonstrating the Bidder's knowledge of the project requirements and understanding of the requisite tasks as set forth in the scope of services*
- xxiii. Drawings*/ Master Plan*/ landscape Plan*
- xxiv. A detailed report on bidder's visualization of the Project*
- xxv. Affidavit as per Clause-3 of Chapter 3 of RFP (Annexure - P).

Note-1 (*): For Documents in Clause 9.1. XX, XXI and XXII.

Department reserve the right to verify the credential submitted in respect of initial eligibility criteria.

Since only those Bidders who qualify in Technical Bid (Stage-I), as per laid down parameters, will be invited for making presentation before a Jury, therefore, the Bidders shall submit the drawings and any other information, as mentioned as at clause 9.1 XX, XXI and XXII above at the time of Presentation before the Jury i.e. as a part of Technical Bid (Stage-II). Only those bidders who qualify in the Technical Bid (Stage-I) will be informed about the date and time of presentation before the Jury.



9.2 Presentation of Project – Technical Bid (Stage-II)

All those Bidders, who qualify in Technical Bid Stage-I will make a presentation of Conceptual Scheme as per the laid down guidelines in Technical Bid (Stage-II) before the Jury constituted by the Department. **The Bidders are strongly advised to visit the site at Awantipora in Kashmir (J&K) and ascertain all facts of the said plot of land. The bidders are required to prepare their conceptual scheme taking into account the details contained in Chapter 4-New Campus of AIIMS, Awantipora (J&K)- Vision and Requirements.**

The presentation shall cover, in sufficient detail, the appreciation of the project, Proposed Conceptual Scheme, methodology of planning, and conceptual structural design along with the Proposed organizational structure for coordination, monitoring and reporting of the project activities including responding to queries/question raised by CPWD/MoH&FW, work program, etc. The objective of presentation is to evaluate the Bidder regarding their understanding and preparedness for the assignment as well as evaluation of their concept scheme and get clarifications, if any, as required by CPWD/MoH&FW.

10.0 Financial Bid

The Consultancy Fee shall be for the total Scope of Comprehensive Consultancy Services as detailed in the Chapter-6 including any other additional activities as felt necessary by CPWD/MoH&FW for completing the project in all respects. The Financial Bid shall also include the cost of all visits of the Consultant and their Associates/Employees to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the Engineer-in-Charge, in addition to the cost of making presentation before CPWD/MoH&FW and preparing physical scale model for any other body on behalf of CPWD at any time during the construction.

The Bidders are required to quote fee inclusive of all prevailing taxes and levies for the consultancy services in the prescribed format. The quoted fee of this consultancy agreement will not be increased either due to cost overrun of main project, extension of time or due to any reason whatsoever. The detailed conditions may be seen in Chapter-7- Fee for Comprehensive Consultancy Services. **Bidders should quote their lump sum fee ONLINE in the schedule attached with this document..**

BIDS WITHOUT ONLINE FINANCIAL QUOTES WILL BE SUMMARILY REJECTED.

The bid submitted shall become invalid if:

- i. The bidder is found ineligible.
- ii. The bidder does not deposit original EMD with division office of Executive Engineer, Srinagar Project Division, CPWD, Srinagar.
- iii. The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt of deposition of original EMD.
- iv. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.

11.0 Pre-Bid Conference

Department shall conduct a pre-bid conference at the time and venue mentioned in the Notice inviting Bid to answer any queries that the Bidders may have in connection with the proposed work. Minutes of the Pre bid meeting will be considered as amendment to this RFP document.

12.0 Clarifications

Bidders can seek clarifications to the RFP document by writing at the mailing address indicated in the Notice Inviting Bid or by Mail at least one day before the Pre-bid meeting or during pre-bid conference. The clarifications shall be uploaded on CPWD website www.cpwd.gov.in or and CPP Portal www.tenderwizard.com/CPWD as corrigendum/amendments.



13.0 Amendments to the RFP Document

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

14.0 Preparation of Bid

14.1.1 Bidders responsibility

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder is expected to examine carefully all the contents of RFP as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, Client's requirements etc. and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids which are not responsive to the requirements of RFP will be rejected.
- iii. The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.
- iv. The Bidder shall bear all costs associated with the preparation and submission of his Bid and Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

14.1.2 Project Inspection and Site Visit

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

Note :

The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of Department shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.

15.0 Currency of Bid

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

16.0 Validity

The offer shall remain valid for a period of 60 (Sixty) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during the period of validity.

17.0 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Department may request Bidders to extend the



Bid Validity Period for a specified additional period. In case the bidder extends the bid validity, the bidder shall also extend the validity of the Bid Security accordingly.

18.0 Format and Signing of Bid

- i. Bid documents shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 21 of the Instruction to Bidders.
- ii. Entries to be filled in by the Bidder shall be typed.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Department, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

19.0 Modifications/ Substitution/ Withdrawal of Bids

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

20.0 Late Bids

Any Bid received in office of the Executive Engineer, Srinagar Project Division, CPWD, Srinagar after the deadline prescribed for submission of Bids in the Notice Inviting Bids herein will not be opened.

21.0 Power of Attorney

- i. Bidders shall submit along with the technical Bid, Power of Attorney as per Form Q, on a non-judicial stamp paper of an appropriate value duly notarized, in favour of the authorized person signing the Bid documents. The said authority shall also include authority to make corrections/modifications and interacting with Department and for acting as the contact person
- ii. In case of a Consortium, each member of the Consortium shall also submit a Declaration as per Form R for the appointment of the lead member in accordance with clause 4 on a non-judicial stamp paper of an appropriate value duly notarized. The lead member should authorize the authorized signatory of the Consortium.

22.0 Technical Bid Opening and Evaluation

22.1 Bid Opening

- i. The Online Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Notice Inviting Bids in the office of the Executive Engineer, Srinagar Project Division, CPWD, Srinagar. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 15 shall not be opened.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of online technical bids and Bid envelope, the Bids will be examined to see if they are complete, and contain all documents as mentioned in clause 9.1. If the documents do not



meet the requirements of the RFP, a note will be recorded accordingly by Department and the said Bidder's Proposal will not be considered for further processing/evaluation.

- v. Technical Package Part II of only those bidders shall be opened whose Bid Security is found in order and who also meet the qualification/eligibility Criteria as given at Clause 2.
- vi. The bid shall be typed 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.

23.0 Determination of Responsiveness

- i. Prior to the detailed evaluation of the Bids, Department will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
 - a. is received by the Bid due date & time as per Notice Inviting Bids including any extension thereof, if any.
 - b. is signed, sealed and marked as stipulated in Clause 14
 - c. is accompanied by the Power(s) of Attorney as specified in Clause 17
 - d. contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.
 - e. is valid for the validity period as set out in Notice Inviting Bids
 - f. is accompanied by the Bid Security
 - g. conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Department's rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by Department. The decision of Department as to which Bids are not substantially responsive shall be final.

24.0 Evaluation of Bids

- i. Department would subsequently examine and evaluate Bids in accordance with the criteria set out in Chapter -8
- ii. Department reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or found out; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

25.0 Clarification of Bids

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



26.0 Confidentiality

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

27.0 Award of Contract

Notification of Award

- i. Prior to the expiry of the period of Bid Validity, Department will notify the successful Bidder by e-mail, to be confirmed in writing by registered/speed post. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which, Department will pay to the Consultant in consideration of the work performed by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of Department. No correspondence will be entertained by Department from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.

27.1.1 Signing of Agreement

- i. Department shall prepare the Agreement in the Performa (Chapter-10) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement. This document shall also form part of the agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by Department and the Consultant through their authorized signatories will be supplied by Department to the Consultant.
- iv. In case Successful Bidder does not sign the Contract with Department, Department reserves the right to retender the project.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

28.0 Employment of Officers/ Retired Officers of MoHFW/Department

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

29.0 Standards of ethics

Department desires that the Consultants shall observe the highest standard of ethics during the selection and execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and
"fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

"collusive practice" means a scheme, arrangement or understanding between two or more Consultants, with or without the knowledge of Department, designed to establish prices at artificial noncompetitive levels.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or



their property to influence their participation in a selection process, or affect the execution of a contract.

(b) It is further provided that :-

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

30.0 Department's right to accept any Bid and to reject any or all Bids

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

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

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

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

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

31.0 Language of Bids

All information in the bid shall be in English.

32.0 Signature of Bidder

The bid must contain the name and place of business of the Bidder. If the Bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this offer document must be initialed/signed and submitted to CPWD within the stipulated date of submission of bids.

33.0 The bid submitted shall become invalid if:

- i. The Bidder is found ineligible.
- ii. The Bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
- iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by all Bidders in the office of tender opening authority.

34.0 CPWD reserves the right to reject any prospective application without assigning any reason and to
ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) AT AWANTIPORA, KASHMIR RFP
Correction-Nil Insertion-Nil Deletion-Nil

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restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

- 35.0** In addition to the above, all Technical bid documents should be uploaded by the bidder and also submitted in original/ attested (as applicable) in the office of Executive Engineer, Srinagar Project Division, CPWD, Srinagar by prescribed date & time.
- 36.0** The Bidders should obtain Digital Signature for online bidding.
- 37.0** **The last date and time of submission of bid, and other documents is up to 14:00 hours on 30.10.2018.**

Further details can be seen at website: www.cpwd.gov.in and CPP Portal www.tenderwizard.com/CPWD or in the O/o Executive Engineer, Srinagar Project Division, CPWD, Srinagar from date 18.09.2018 to 30.10.2018 except on Sundays and Public holidays.

Executive Engineer
Srinagar Project Division,
CPWD, Srinagar.
Email ID:- eespdcpwd@gmail.com



CHAPTER 4

NEW CAMPUS OF AIIMS, AWANTIPORA – VISION AND REQUIREMENTS



1.0 BACKGROUND

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

- Medical Education.
- Medical Research
- Tertiary Healthcare

Government of India proposes to establish a new **All India Institutes of Medical Sciences (AIIMS) at Awantipora, Kashmir(J&K) under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).**

The proposed Institutes shall have state-of-the-art multi-specialty/super-specialty facilities with captive Hospital, Medical College (at undergraduate level with annual intake of 60 students and PG/Doctoral Courses in various specialty/super-specialty disciplines), administrative block, AYUSH block, Auditorium, Nursing College, Night Shelter, Hostels, Residential facilities and other ancillary requirements to make the campus self sufficient.

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

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

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

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

Land parcel measuring 221 acres has been identified and selected for the establishment of the proposed AIIMS at Awantipora, Kashmir (J&K). The details of the site location and Topographical contour report will be made available to the Consultant by the Engineer-in- Charge.



2.0 BUILDING SUSTAINABLE CAMPUSES: AN ENVIRONMENTAL BRIEF

(i) Goals of Planning, Design and Construction

MoH&FW is committed to build and operate campuses that combine the values of excellence in Health and medical education with environmental sustainability and adopting green practices in physicality, pedagogy and management.

The AIIMS campus design should be able to clearly demonstrate how a congenial and comfortable working environment can be combined with sustainable use of energy, building material and other resources in a demonstrably optimal, efficient and sustainable manner. The campus design should be able to highlight the application of cutting edge and locally relevant environmental sustainability concepts and practices. Preference will be given to applicants who are able to show a track record of designing and constructing green buildings and are able to apply these concepts in their campus design for AIIMS.

The criteria for evaluating the campus design will pay particular attention to the following ideals:

1. Construction, maintenance and operation of buildings and open spaces using inputs, practices and processes that are resource efficient and environmentally responsible.
2. Design and construction of campuses that enhance the research and learning environment in ways that minimize waste, pollution and environmental degradation.

(ii) Sustainability indicators

1. Adherence to existing global standards/ benchmarks for green buildings and environmental management (ISO 14000 family of standards, LEED green building certification, Indian Green Building Council)
2. Compliance with life-cycle assessment (LCA) frameworks to assess the long-run environmental impacts of the upcoming AIIMS campuses
3. Ability to adhere to accepted norms of (per capita) space and resource use while demonstrating the ability to adapt to the changing resource needs of the university in a sustainable manner
4. Ability to push the current standards and norms regarding the use of resources and attempting to set even higher standards in line with local resource availability and the local environmental context
5. Ability to demonstrate application of sustainability ideals and practices in the following areas:

a) Energy Use

Energy conservation

- Energy efficiency in purchasing standards
- Innovations in structure and materials for thermal comfort and cooling

Energy efficiency

- Energy efficient standards for construction and refurbishment
- Reducing the use of high-energy embodying materials in construction
- Lighting, ventilation and climate control design to minimize energy use

Renewable and alternative energy

- Aiming to attain net-zero energy buildings
- Aiming to maximize use of renewable energy and minimize grid dependence

b) Water Use

Water conservation

- Water efficiency standards for construction
- Minimize non-potable water consumption

Water efficiency

- Water saving technologies
- Water safety standards
- Ease of access to safe tap water sources to minimize use of bottled water



Water reuse and recycling

- Aiming to attain net-zero water buildings
- Rainwater harvesting
- Maximizing water recycling potential
- Waste water treatment systems

c) Land Use and Space Utilization

Campus and building design

- Integration of local weather patterns, topography, geology and hydrology
- Integration of sustainable land use with the memories of the pre-existing landscape
- Climate-appropriate location, orientation and design of buildings

Open and built spaces

- Maximize availability and functionality of open and green spaces
- Ecologically and locally appropriate systems of tree plantation and landscaping

d) Material Flows

Sustainable procurement standards

- Longevity, durability and repair-ability of material used for construction
- Expanding the potential for using sustainable building materials with significant local and artisanal benefits

Solid waste management

- Mechanisms for waste minimization, segregation at source and recycling
- Minimizing waste going to landfills

3.0 PROPOSED BUILDINGS AND SERVICES

- a) The institute complex will be designed as expandable & scalable, sustainable state of the art campus with modern functional, efficient and economical buildings conforming to best international practices.
- b) Generally the buildings shall take into account local Indian architectural features. The complex will have major component buildings as described in this section
- c) Research and teaching are equally important part of the proposed facility.
- d) Provision shall be made for providing latest diagnostic equipment (For space planning within Hospital in particular)
- e) All proposed services shall have to be scalable and future ready.

Campus shall have following facilities:

1. Hospital
2. A Medical College with intake of 60 MBBS students every year.
3. A Nursing College with intake of 60 B.Sc. Nursing students every year.
4. Residential facilities for students, faculty and staff.
5. School of Public Health (Only for master planning)

• **HOSPITAL :**

The Hospital shall comprise of following blocks:

BED DISTRIBUTION

S.No	Departments	Approved Beds in AIIMS with 750 Beds
	Specialties	No. of Beds
1.	General Surgery	55
2.	Orthopedics	30
3.	Ophthalmology	20



S.No	Departments	Approved Beds in AIIMS with 750 Beds
	Specialties	No. of Beds
4.	Oto-rhinolaryngology (ENT)	20
5.	General Medicine	55
6.	Pediatrics	55
7.	TB & Respiratory Diseases	0
8.	Dermatology & STD	10
9.	Psychiatry	10
10.	Obstetrics & Gynecology	55
	Super –Specialty Departments	
11.	Cardiology	30
12.	Cardio-thoracic & Vascular Surgery	30
13.	Gastroenterology	30
14.	Nephrology	30
15.	Urology	30
16.	Neurology	25
17.	Neurosurgery	30
18.	Medical Oncology	25
19.	Surgical Oncology	25
20.	Endocrinology & Metabolic	20
21.	Paediatric Surgery	25
	Other Departments	
22.	PMR Department	10
23.	AYUSH Facilities	30
24.	Intensive Care Unit and Critical Care	50
25.	Trauma	30
26.	Paid Beds	20
	Total	750

d. Trauma & Emergency of adequate capacity

e. Ayush Centre

Note:

- Number of ICU beds & Operation Theaters shall be as per International norms & best practices.
- Corresponding diagnostic facilities for each of these shall be provided.
- Trauma& Emergency Centre shall have adequate capacity.
- Ayush Centre may be treated as a separate block/entity.
- Support Services and Allied Facilities shall be determined and provided as appropriate to make



the Hospital functional.

- Night Shelter / Patient Guest House (Dharamshala) and other support facilities for patients and caregivers.
- Parking for Ambulances/emergency vehicles, Doctors and other staff, patients and visitors etc.

- **INSTITUTIONAL**

- a) Medical College
- b) Nursing College
- c) School of Public Health (only for Master Plan)
- d) Other facilities
 - I. Administrative Block
 - II. Auditorium Complex
 - III. Local shopping complex(s)
 - IV. Recreational & Sports Facilities
- e) Other related facilities

- **RESIDENTIAL ZONE** (Area of individual flats will be as per norms prescribed by MoUA, Government of India.)

- Housing of various types viz. Type II, III, IV, V & VI, (Types are as per norms laid down by Ministry of Urban Development, Government of India)
- Guest House having single rooms, suites & a VIP suite with related facilities
- Transit Accommodation
- Director's Bungalow
- PG/UG Hostels for boys and Girls
- Nursing Hostels

- **SERVICE BLOCKS** – Like Sub-station, AC Plant room, Pump Houses, Fire Station and all other types of Utility Blocks as required etc.

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

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

4.0 SUGGESTED AREA/ NUMBER STATEMENT

4.1 AREA

A land parcel of 221 acres has been identified for the establishment of the proposed AIIMS. Copy of topographic survey and soil investigation report will be made available to the prospective bidders. The proposed area details given below are for guidance only:

- Hospital including its Services is 84,750 sqm
- Institutional, Teaching and related facilities is 42,050 sqm
- Residential, Common Services and other facilities is 63200 sqm

Total Indicative Area : 190000 sqm

Above area is without stilt/basement portion, if proposed by Consultant and is only indicative. Actual requirement may vary



4.2 Indicative details of various facilities are indicated below -

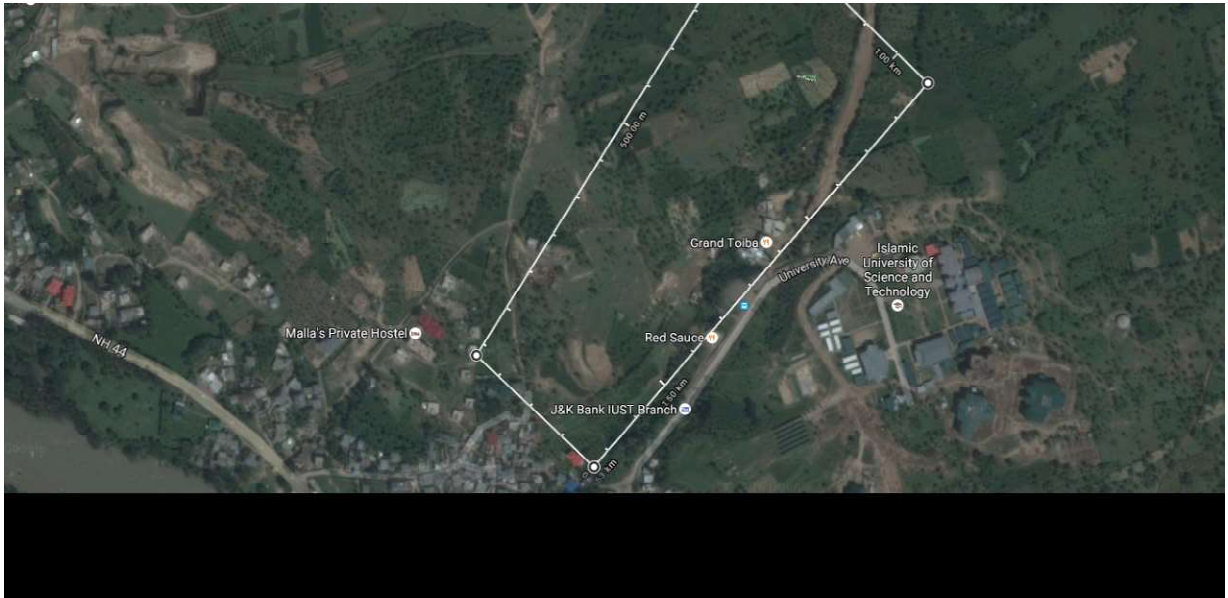
Sl. No.	Facility	Indicative Detail	Remarks
1	Main Hospital Building with or without Stilt/basement		Configuration of building has to take into consideration geographical location and climatic conditions. Area for services for these facilities is also to be catered to. The Hospital is to conform with JCI accreditation norms
2	Trauma & Emergency Centre		
3	Medical College		To conform to norms prescribed by Medical Council of India
4	Nursing College		
5	Administrative block		
6	Auditorium Complex		Auditorium should have a seating capacity of 750 to 1000 seats besides ancillary facilities like lobby, projection room, sound room/change rooms etc./kitchen/pantry/dining area, meeting rooms & smaller seminar halls. This should have at least two Conference rooms of capacity 150 & 100 seats each.
7	PG Hostel	Three with occupancy of 312, 132, 155 respectively	For boys & girls with dining halls, recreation room and married accommodation with Kitchenette and attached toilet
8	UG Hostel	Occupancy – Girls (120), Boys1 (100), Boys2 (146)	Two hostels for boys; One hostel for Girls (with Dining Hall & Recreation room)
9	Nursing Hostel	Occupancy – 144 & 288	Two hostel blocks
10	Night shelter / Patient Guest House (Dharamshala)		This is required for family members who accompany patients
11	Guest House		Guest house shall have 18 single rooms, 6 suites, 2 Special suites
12	Residential – (Areas as per MoUD Norms)		Accommodation to be designed to provide adequate covered and open parking
a	Director Bungalow	1 Nos.	
b	Sr. officers Bungalows (Type-VI)	5 Nos.	
c	Type-V	20 Nos.	
d	Type-IV, Type-III & Type-II	42420 Sq Mtr .	Total area will be divided in different categories as per requirement.
13	Ancillary buildings as required for Medical & Engineering services, mortuary etc.	Have to be of adequate size to serve design purpose and should be scalable	As per functional requirements including Engineering workshops
14	Other facilities required		Community hall, Crèche, Local shopping Centre(s), Transit Accommodation, International Scholar Accommodation, Student Centre, Faculty Club (with Lounge, Dining, Reading and Gymnasium facility preferably attached to Guest House), Swimming Pool, Sports & recreation facilities, Fire Station, Stores.

Note: The above details and listing is for general guidance. Actual detail will have to be as per the designs.



CHAPTER-5

THE SITE





CHAPTER-6

Terms of Reference

And

Scope of Work



TERMS OF REFERENCE

1.0 Purpose of the Assignment

CPWD intends to select a Consultant for providing consultancy for Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Awantipora, J&K including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, drainage, sewage treatment/disposal, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, tender documents drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS.

2.0 The detailed Terms of Reference are as given below

2.1 The selected Firm is expected to render comprehensive services for Architecture Design, Engineering Services and Medical Services as detailed out in the section “Scope of Comprehensive Consultancy Services”.

Any or all services not specifically mentioned therein but required for the proper and successful completion of the project in accordance with international standards shall be proposed by the Consultant considering the overall cost and time framework of the project.

The consultant may be asked to plan the project in such a way so that hospital can run in phases such as 300 beds, 500 beds and 750 beds or in any other way.

2.2 General

2.2.1 The drawings and documents shall be submitted by the Consultant in the format / template, scale, multiple copies at the stage of project mentioned in this document or as found necessary for the project and / or required by Department / Statutory Authority.

2.3 Architecture and Engineering Design

a. Master Plan

- i. Preparation of Master Plan for the entire Campus keeping in view topography, design needs and department requirements. Model of Master Plan & Individual blocks should be prepared.
- ii. The Master Plan shall reflect the strategic planning of the proposed institute for the present and the emerging needs in view of advances in health care and the needs of the populations. Master plan shall delineate building and functional utilization of campus site in a creative efficient manner. The objectives of Master Plan shall be defined by the Consultant, which shall include:
 - Segregation of various types of movement, including normal and emergency vehicular movement and movement of vehicles for utilities
 - Efficient mobility of pedestrians (especially for the patients, persons with various limitations and special needs), cycle tracks within the campus and strategically located parking locations
 - Accommodating growth.



- Creating synergies between built mass for patient care, research and teaching.
- Integrating academic and residential life.
- Creating holistic environment for overall development of the students and scholars.
- Creating a focus of an institution of excellence.
- Creative open spaces.
- Sustainable solution in-sync with the climate and site potential, maximizing natural and renewal resource potential

Sustainability shall be the intrinsic strategy of Master Planning, reflected through compact and efficient spatial planning approach. Landscape shall enhance human comfort, reduce heat island effect, create nature-rich spaces and contribute to human scale experience. Water and energy efficient shall be demonstrated through Carbon foot print reduction. Consultant shall devise interface as means to involve Institute stakeholders in the sustainable efforts incorporated in the Master Plan.

3.0 Broad Objectives of Architecture Design shall include:

- i. Architecture Design solution shall respect the overall cost limit and propose value analyzed solutions maximizing functional utilities.
- ii. Solutions to take cognizance of the current materials and construction technologies, however, not bound to propose valid alternatives for the similar purpose.
- iii. The efficiency within the core areas of Patient Care, Research and Teaching as well as synergetic relationship amongst each of the core areas.
- iv. Architectural design shall be focused at:
 - “Patient-care”
 - “Research and Teaching”
 - “Wellbeing of the Care Givers”

4.0 Overall Architecture Design Approach

- i. A conceptual structure plan shall be developed based on analysis of hospital and staff pathways to establish inter-relationships between various functional areas. The structure plan shall define horizontal and vertical compatibility of functional units within each cluster that may form a built mass.
- ii. Design shall respond to the needs, including the following:
 - Comprehension of functional needs of the key stakeholders, such as doctors, medical staff, families of the patients and accompanying attendants
 - Patient safety in terms of hygiene, and physical security
 - Possible segregation of preventive healthcare and
 - Control of infection
 - Signage and way-finding
 - Operational and maintenance needs
- iii. Logistics is an important requirement for a large healthcare facility. Efficient management of logistics, such as supply of goods, handling of sterile supplies, equipment, food, medicines, safe storage, and internal movement ensuring supply reliability, disposal pathways and processes shall be effectively dealt with.



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

Topographical surveys and soil investigation reports of the site will be provided and Consultant is required to correlate it with site conditions. Consultant will study and interpret soil investigation report and finalize input data for structural and foundation design for building(s), types of structures that will be most suitable, existing drainage systems & water flows which can be used to advantage of project to save cost or which need to be accounted for to prevent disruption during execution and in working after project has been made functional.

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

Detailed drawings of all services including but not limited to medical services, electrical & mechanical services, HVAC, LV, Data/telecommunication, fire detection & suppression, plumbing & drainage, Medical gasses, IBMS etc. Designing the structure and services shall be as per provisions made in relevant Codes & specifications, as applicable & be in complete compliance with the applicable provisions of the National Building Code of India.

The Consultant shall prepare Design Basis Report & schematic network (SLD) of all services and their interconnectivity including but not limited to HVAC, water supply, drainage, sewerage, electrical, data/communication, fire detection and firefighting, garbage disposal, disposal of bio medical wastes, rain water harvesting, recycling of waste water, use of solar energy, Medical gasses, IBMS and other such services. The architect shall also prepare an integrated layout plan of campus showing location of all the external services. The architect shall also assist in obtaining approval of plans & schemes of all services from the concerned local statutory authorities.

All the detailed architectural and working drawings, where required, should be supported with 3D Views, Blow-ups of typical & critical areas and walk through to facilitate understanding of designs by site engineers & compliance to designs. Preparation and submission of three-dimensional form, model showing the complete proposal. The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the Authority. All building-wise Floor Plans for all blocks, Elevations, Sections, Furniture layout, Equipment layout and Finishing Schedule should be prepared.

In order to ensure that the work at site proceeds in accordance with the contract documents/drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by Engineer-in-Charge, his authorized representative or any other competent authority in the Govt. The Consultancy firm shall render complete support to the Govt. representatives and facilitate the execution of works. In case any difficulty is envisaged in execution at site then, if need be, the designs/drawings shall be amended by the Architect to remove bottle-neck.



5.0 Sustainable Analysis and Design

Architecture design shall be analyzed for various sustainable considerations, including, day-light utilization and solar heat-gain reduction using appropriate IT tools to demonstrate the level of compliance. It shall refer to “NBC-2015: Approach to Sustainability” for specific guidance. It shall meet the requirements of GRIHA 4-Star (version 3) and ECBC/BEE norms.

Entire campus and the buildings shall comply with the requirements for “Barrier Free”, preferably, meeting the objectives of “Universal Design” best practices.

6.0 Engineering Design

Engineering design shall be as detailed later in this document. The design has to be efficient, economical, robust, modular, scalable and future ready and be in compliance of all statutory norms/codes and aligned to best engineering practices in the field of healthcare for hospital building(s).

7.0 Landscape Design

Landscape design must demonstrate climate-centric mix of soft and hard scapes, maintainable and water efficient. It should have adequate shading for pedestrians, cyclists, and areas for relaxation of patients and staff, and must analyze the self-shading of aspect of all buildings to create an atmosphere conducive to over well-being of all users. The primary objective is to ensure native vegetation, shaded trees, and minimum water requirement for up-keep of landscaping. The campus should be inviting, replete with greenery, and contribute to reducing carbon footprint through the measures of landscaping. The consultant should keep in mind the climatic zone of the campus before landscape designing. In addition, the landscaping should be in place with the start of the facilities.

8.0 Drawings and Documentation:

Drawings and documentation control plan shall be explicit to ensure proper information dissemination. This shall include design, quantities, specification and “method statement”. All documents and data supplied by the Consultant shall be ensured to be adequate and appropriate.

9.0 Statutory Approvals:

Consultant shall prepare drawings as necessary for statutory approvals from authorities like Municipal Authorities, Fire, Airport Authority, EIA, Pollution Control Board and ensure compliance with codes, standards, and legislation, as applicable.

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

10.0 Specifications for Building, Services and Equipment

Consultant shall prepare Data sheet showing Room wise and Building wise finishing, flooring and Door window, and other high end Inventory schedule. Specifications to be prepared shall be broadly based on CPWD/BIS specifications. However, wherever, there is need to refer to better specifications in the interest of patient care and safety, international codes and standards may be referred to.

11.0 CIVIL & STRUCTURAL ENGINEERING SERVICES

11.1 General

The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts required for execution of all works as per latest relevant IS Codes & guidelines for specific functional structures/areas like CSSD, Laundry, Operation Theater etc. and shall at all times show a high degree of professionalism in his work.



- 11.2 Should provide all changes required due to site conditions, Department's time-to-time requirement.
- 11.3 Issue a Structural Stability certificate.
- 11.4 The Topographical survey report and soil characteristic and geo physical investigation shall be provided to the Consultant by the Department which need to be correlated with site conditions by the Consultant. Consultant may get Conducted any other/ additional surveys, geo-technical tests, at their own costs, including any additional soil tests if required or other investigations as required to determine the basis of technical and economic criteria for the appropriate measures to accomplish economic designs.
- 11.5 Design basis report shall be submitted by the consultant for obtaining approval of the Department.
- 11.6 The Consultant will be fully responsible for the structural design of all the Civil structures and buildings created for various purposes for the Hospital and Institutional Buildings.
- 11.7 The complete design will be carried out keeping in view that these buildings are lifeline buildings and are required to be stable and continue to remain functional in case of any natural disaster.
- 11.8 The structural systems shall be such as to ensure most efficient usage of available space and shall not obstruct or hinder passage of services nor shall they result in any additional cost having to be incurred to carry such services.
- 11.9 Consultant shall take due care to ensure that the clear heights available in different areas does not get impacted due to any structural system that impedes laying of services
- 12.0 **Traffic Management design** - The Consultant shall do the overall Traffic Management design for the whole project.
- 13.0 **Interior drawings of all areas** - The Consultant shall produce the Interior drawings for the Hospital & Institutional buildings for the whole project.
- 14.0 **SERVICES DESIGN**
- 14.1 The broad scope of designing of services for the project under this contract shall include but not be limited to Complete Planning & Design of Electrical systems, HVAC, Fire Detection & Fighting, PHE, medical services, Roads & Paths etc.
- 14.2 This shall entail preparation of conceptualization plans based on conceptual design and specifications in compliance with State electricity board/other statutory authorities/MCI Norms (Internal & External Electrical Services)/Indian & International standards, NABH/JCI norms that may be applicable and assisting in obtaining all Statutory approval.
- 14.3 All designs shall be efficient, economical, flexible and future ready and compare to best international practices/standards
- 14.4 Preparation of Detailed bill of quantities, tender documents, specifications
- 14.5 Preparation of detailed drawings, site layout, Modification to the drawings during execution if required and also assist Department during the execution
- 14.6 Advising on Sourcing of materials.
- 15.0 **ELECTRICAL**
- 15.1 Electrical services design shall include assessing the power requirements of individual components and aggregate them for the entire campus and prepare and submit a DBR for obtaining approval.
- 15.2 Assessing the electrical requirements and finalizing the rating of all the apparatus/ equipment that will be installed in the buildings ensuring highest safety standards are inbuilt in the designs in accordance with the relevant Indian/international regulations and Standards.



- 15.3 Design the distribution systems and prepare single line diagrams with details of accessories and equipment
- 15.4 Carry out detailed designs prepare complete technical specifications and Bill of quantities for a comprehensive electrical power distribution scheme from receipt of power to distribution all across the campus and within each building.
- 15.5 Indoor and outdoor lighting including making recommendations for the type of luminaire that should be used and helping Department make right selection.
- 15.6 Lightning protection and earthing systems of all the buildings and sensitive equipment, plants & machinery.
- 15.7 Specify the details and capacities of HT panels, Transformers, LT panels, standby diesel generator sets, UPS and design of fuel storage facilities
- 15.8 Specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, LT panel & DG sets to ensure uninterrupted power supply to all essential services, computers and lifesaving equipment.
- 15.9 Specify the necessary switchgear and control/ changeover panels, capacitor banks, bus duct, essential and nonessential panels as necessary with the appropriate load management system in case of any power failure.
- 15.10 Designing of complete communication system including but not limited to telephones, Intercom & PA system, visual display, Queue management System etc. System has to be robust and capable of being future ready. It should also include FTTH based on a fiber optic network.
- 15.11 Fire detection & Alarm System
- 15.12 Designing of complete fire detection and suppression system including its integration with the IBMS, HVAC and smoke extraction arrangements.
- 15.13 Lifts, elevators & dumb waiters
- 15.14 Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
- 15.15 Carry out an analysis for the travel time to determine the capacity of lifts.
- 15.16 Ensure segregation of lifts for patients/Doctors and other medical personnel, visitors etc. to have smooth movement of human traffic
- 15.17 Cable TV/Dish Antenna System
- 15.18 Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- 15.19 Nurses Call system
- 15.20 Assess the requirement of nurses call system at different locations (ICU, ICCU, wards etc.) and make recommendations to help selection of best available system.
- 15.21 External & façade Lighting
- 15.22 Assess the external lighting requirement for roads, parking, facades of buildings etc.
- 15.23 UPS back-ups
- 15.24 Identify the sensitive/critical equipment and plan a detailed power back-up program through centralized and/or localized system. System must be able to distinguish between essential and emergent power requirements and ensure that all lifesaving devices continue to receive uninterrupted stable power supply at all times.



15.25 Access control systems Security system including IP based CCTV system

15.25.1 Requirement of GRIHA compliance like –

- Grid interactive Solar photovoltaic power generation system
- Electrical light controls etc.
- ECBC requirements

15.25.2 Specialized services of the auditorium like –

- Stage lights
- Stage curtain
- Dimmable light
- Sound system
- Foot light
- Video projection system

15.26 Video conferencing system

15.26.1 Parking management system

15.26.2 Parking guidance system

16.0 IBMS

16.1 Building Management system shall be designed to achieve maximum benefits from efficient operation of all plants and machinery and installations without compromising on the operational requirements.

16.2 BMS shall include but not be limited to Parking Management System, CCTV, Audio System in class rooms, Specialized Electrical Services like Stage Lighting, Access Control System, Boom Barriers, Video Conferencing, Video Projection System e t c .

16.3 Consultant shall prepare and obtain approval of the input output summary and assist Department in ensuring that all essential issues are taken care of. Recommendation on the best systems available in the market and their relative advantages/disadvantages shall be explained and assistance rendered in making selection of right system.

17.0 PUBLIC HEALTH ENGINEERING

- The Consultant shall be responsible, amongst others, for Designing of complete Public Health & Engineering services taking into account various existing topographical, meteorological, Hydrological features etc. and using these to the best advantage.
- The campus shall be designed as a zero discharge campus
- Preparation of reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services and coordinating them with architecture and structural drawings/systems
- All The designs shall be as per latest Indian Standards, Local bye-laws and Statutory norms.
- The services shall include but not be limited to following major components:
 - Water Supply System including separate system for recycled water
 - Sewerage System
 - Storm water drainage System including rain water harvesting system(s). campus should be designed as a zero discharge campus
 - Other site development works such as garden irrigation system e e t c .



- Specialized water supply, drainage of various labs & animal house .
- ETP/STP/WTP
- Soft water supply system
- Specify the type / system for hot water supply to showers, kitchen and other areas (use of solar water heater shall be incorporated in the design)
- Designs & drawings for STP, Water Treatment Plant, ETP shall be based on latest accepted technology
- Service shall include Designing and preparing SLD/working drawings of internal and external water supply system including suitable location for Underground tanks, Overhead tank, Water treatment plants, Softener plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated wastewater, Design of hot water supply system consisting of centralized/ Localized hot water supply system (Solar/Boiler/Geysers etc.), Design of RO/ Soft water supply system
- Designing and preparing working drawings for internal and external Sewer/waste disposal systems including revision if any as per requirement of local authority, resubmission and approval.
- Designing and preparing working drawings for storm water drainage disposal and storage of rainwater, roof drainage system, service area drainage and surface drainage including revision if any as per requirement of local authority, resubmission and approval.
- Design and prepare working drawings for rain water harvesting system.

18.0 LAB WASTE MANAGEMENT SYSTEM

- Understanding Department's requirement for Labs & Animal House & preparing the scheme accordingly.
- The design will be such as to ensure that there is no threat of any infection due to failure of the waste management system.
- Sufficient safeguards shall be inbuilt in the design
- The work shall include but not be limited to preparation of design, specifications, bill of quantities for lab/ Animal House Waste Management System in line with the latest guidelines of CPSEA / MCI / CPCB & Ministry of Environment & Forest, Government of India notification or any other specific applicable standards for labs/ CPWD & Animal House and CDC / WHO in case of BSL – 2, 3 & 4 labs.
- Assisting in obtaining clearances from the statutory bodies

19.0 ROADS & PATHS AND OTHER SITE DEVELOPMENT WORKS

- Design and prepare working drawings (longitudinal sections/cross section) for roads/ footpaths/ parking areas etc. including making any revision, if any is required as per requirement of local authority, resubmission for approval.
- Designing of parking lots for different categories of vehicles
- Designing traffic flows in such a manner that there is little or no conflict and the healthcare and other areas have segregated yet integrated access and egress facility
- Design and prepare working drawings of irrigation system for horticulture.
- Design and prepare working drawings for water bodies and other similar facilities.
- Design and prepare working drawings for recreational facilities like swimming pool etc., sports facilities for students, staff & families residing in the campus
- Prepare specifications and bill of quantities, tender documents for the above services.



20.0 QUANTITY SURVEYING SERVICES

- The Consultant shall provide all the work and duties in relation to the field of Quantity Surveying and shall at all time show a high degree of professionalism in his work .
- Department may ask for an Initial Cost planning for the project based on CPWD Plinth Area Rates, or any other method which can project an accurate assessment of likely project cost, including the cost of associated engineering services, site development, landscaping, furniture and equipments(excluding Medical equipments); cash flow requirements for design cost, construction cost etc.
- The services to be provided by the Consultant shall comprise of, but not be limited to the following:
 - Cost estimating including generating complete bill of quantities, take off sheets etc. Estimate shall be based on standard schedule of rates for items available in same and on standard engineering nomenclature in sufficient detail so as to ensure that there is no ambiguity and bidders are able to assess the nature of work/deliverables and are able to quote without difficulty.
 - Cost planning, cost monitoring and cost reporting during the various stages of design to ensure that there is no over-run in project cost and to take appropriate measures to ensure that project gets completed within approved costs.
 - Preparation of complete Technical specifications, detailed Bill of Quantities, etc. and submit the same to the Department for Approval along with the detailed take-off sheets/calculations for the estimated quantities.
 - Advise on any aspect that can influence the project's cost and measures that can be taken in order to ensure that the budget for the project is not exceeded.

21.0 GENERAL:

- Notwithstanding anything mentioned above all the designs shall conform to the best practices and shall take into account likely future developments/additions.
- Design shall facilitate possible phased functional operationalization as decided by Department.
- All architectural and engineering designs shall conform to best prevailing practices
- Department may, at its discretion, get the designs proof checked from any reputed engineering institution/independent consultant and the designs shall have to be amended modified as per recommendations of the proof consultant
- The designs shall not only be correct and safe but shall also be economical and shall represent the most efficient system befitting the stature of the project. Certificate of Technically sound & Economical design to be given.
- Attending site meeting, coordination meetings and any other meetings as and when required for smooth execution of the Project work.
- Consultant should assist Department in replying queries from audit/internal control s and other technical committees/statutory authorities
 - Consultant shall also provide assistance to Department /its representative / contractors in the following –
 - Getting the electrical load sanctioned and electrical connection to be done at the site
 - Other statutory approval like explosive approval for HSD storage etc
 - Approval from electrical inspector
 - Lift license
 - Any other approval/license required for **achieving fitness for purpose.22.0**



SCOPE OF COMPREHENSIVE CONSULTANCY SERVICES

22.1 SALIENT FEATURES OF THE WORK

Name of work: **“Comprehensive Consultancy Services for Planning, Designing and Development of New Campus of AIIMS at Awantipora (J&K)”**

THE SITE

The AIIMS campus at Awantipora, Kashmir(J&K) has been proposed to be developed on 221 Acres of land. Infrastructure requirements as elaborated in Chapter-4 are proposed for the campus development.

SCOPE OF WORK

Consultant has to prepare a scheme, designs, and Master Plan for a total plot area of around 221 Acres based on the requirements of CPWD/MoH&FW. Consultancy services will include but not limited to Architectural & structural designs, formulating schemes/designs for internal and external services including Civil works, Interior Design, Mechanical works, Electrical works etc. (Internal Electrification, Sub Station, DG Set, LT & HT Cabling and Networks, Lifts and Traffic analysis, street lighting etc.), Water Supply and Plumbing works, Drainage, Artwork (interior and exterior), Landscaping, Furniture Design, all systems for ICT in lecture theaters/ class rooms/ offices, Integrated Building Management System (IBMS), Data and Tele-Communication Service & Design, Acoustic designs for buildings wherever required, Special Lighting for Stages/Auditorium/Exhibition and other required spaces, Renewable Energy System with Networks, Solar Powered Electrification network including arrangements for feeding surplus power to grid, Zero Waste Discharge Designs, Water Treatment Plant, Rain water harvesting, other development works, etc. as well as issue of Good for construction drawings. Necessary schemes for making a barrier free campus are also included in the scope of Consultant.

The consultant shall provide comprehensive consultancy services broadly described above. However, it should be clearly understood that the description of services is only indicative and the Consultant shall be required to perform any other services which may be required whether or not expressly mentioned hereinafter for **“Comprehensive Consultancy Services for Planning and Designing of New Campus of AIIMS at Awantipora, Kashmir(J&K)”** for smooth execution and timely completion of the entire project to the satisfaction of CPWD/MoH&FW.

In addition to these, the scope of work includes obtaining all approvals and mandatory clearances for commencing the construction works including Fire Fighting, Airport Authority, Water Supply, Drainage, Sewage, and all environmental clearances etc. from the local bodies & Ministry of Environment. After the completion of works, Consultant shall have to obtain completion certificate from local bodies and fire clearance from Chief Fire Officer for the whole project.

The Consultant will be required to deploy one full-time basis Architect/Senior Architect at Srinagar/Awantipora, having adequate qualifications and experience of at least 8 years of work, during the entire period of construction from the date of start of construction work, for day to day resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The expenses for providing the Architect at site is included in the lump sum fee of the consultancy services of the Consultant and nothing extra shall be payable on this account. All office equipment such as computers, printers and plotters etc. if required for him shall be provided by the Consultant at site during the period of construction work, and shall always be maintained in good working condition at his own cost. The office space to the Consultant’s staff at the site will be provided by CPWD.



A penalty of Rs. 1,00,000/- per month would be levied on the Consultant for non- deployment of the Architect/Senior Architect during the period of construction as stated above.

Within 21 days of award of work, the consultant shall submit a list of all sub-consultants having experience of executing at least 1 number similar project in the last 10 years (A minimum 3 nos. of sub-consultants for each discipline) as per Annexure-G, along with a letter of confirmation from these sub-consultants that they will associate with the Bidder for designing and planning the project including sub-consultants for the following disciplines:

1. Structural Design.
2. Art Work.

The consultant will get all the sub-consultants approved from the CPWD before assigning any job to them. **A penalty of Rs. 5000/- per day shall be levied on the Consultant for each day's delay in submitting the list of sub-consultants for each discipline as per above.**

23.0 ART WORK FOR THE CAMPUS

The Art Works should be of high aesthetic quality and enhance the ambience, experience, and characteristics of the locations/ spaces where such works are installed. However, the extra expenditure due to Art work should not involve financial implication more than allowed by Govt. Such works should be carried out with engagement of Sub-Consultants/ Experts/ Designers/ Curators having imagination, experience, and capability to visualize the scale and context of the spaces as well as ethos of the Institute. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of AIIMS, develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of CPWD/ MoH&FW and issue detailed drawings/ shop drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

24.0 DETAILED PROGRAMME OF EXECUTION OF CONSULTANCY WORK

Within 15 days of award of work, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings/detailed drawings for each item of work in scope, target dates for various approvals from local bodies/statutory bodies, submission of BOQs/tender documents for various items of work etc.

A penalty of Rs. 10,000/- per days delay will be levied for non-submission of such a plan of work within 15 days of award of work.

25.0 GREEN BUILDING DESIGN

The Consultant shall adhere to highest standards of environment and energy sustainability as stipulated in Clause 2 of Chapter 4 Building Sustainable Campuses: An Environmental Brief and as approved by CPWD/ MoH&FW. Holistic integration of the environmental sustainability brief in design, materials, construction, services, processes and maintenance concerns should be strictly addressed in campus planning and design to achieve a Green Campus equivalent to GRIHA 4 Star/ LEED Platinum standards. All stage wise approvals from the concerned statutory authorities be



coordinated and obtained by the Consultant. Nothing extra shall be paid on this account.

26.0 ROLE OF THE CONSULTANT

The Role of the Consultant is to provide “**Comprehensive Consultancy Services for Planning and Designing of New Campus of AIIMS at Awantipora (J&K)**” and Consultant shall be involved with the project for the entire duration of the project till its final commissioning and handing over. The Consultant shall provide Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Awantipora (J&K) including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work for the proposed AIIMS

The Consultant’s role and responsibility will include:

- 26.1 The Consultant shall provide comprehensive consultancy services in project conceptualization covering space utilization, functional requirements, preparation of LOP, Project cost estimation, Detailed Architecture drawings, structural drawings and various services design, detailed Project Report, Preparation of all contract Documents, and BOQ etc. The detailed project report shall cover all project components. The Consultant shall provide design philosophy and the design methodology, listing out relevant codes, related references, sound-engineering practices etc. for the entire design scheme of the campus.
- 26.2 The Consultant shall get the approval of the conceptual scheme from CPWD/MoH&FW or both through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the CPWD/MoH&FW shall be evaluated and suitably incorporated till the concept design is accepted and frozen.
- 26.3 The Consultant shall develop the concept drawings for each of the building for submission to all the statutory authorities/bodies, incorporate changes, if suggested by the statutory authorities/bodies and obtain approvals from all regulatory authorities.
- 26.4 The Consultant shall take all necessary statutory approvals from the concerned authorities including Municipal Corporation, Jal Board, Development Authority, Pollution Control Board, Dept. of Environment & Forest, Fire Services, M.O.E & F., C.G.W.A., Air-Port Authority of India, DPCC Govt. of India etc. Preparation and submission of drawings / materials as per norms of any statutory body or as per municipal norms and models for obtaining these approvals will be done by the Consultant at no additional cost. The statutory approvals shall include obtaining Fire Clearance from CFO, AAI, ASI or all other permission of any other body required as clearance for starting work at site and completion certificate for the completed building from the local bodies. **The consultant shall prepare all study reports, drawings, physical models, simulations, and assessment reports etc. which are required for clearance by all above bodies/authorities.**
- 26.5 All Environmental Impact and Social Impact Assessment, and their clearance from concerned statutory bodies including union ministry of Environment, Forest and Climate Change will be obtained by the consultant.
- 26.6 The Consultant shall have constant and regular interaction with the CPWD/MoH&FW for formulating the design philosophy and parameters, preparation of detailed estimate, designs/ drawings and specifications.
- 26.7 The Consultant shall ensure that the various building/engineering services are suitably and economically



designed without any discrepancies between the structure and finishes, and the requirements of service installation.

- 26.8 The Consultant shall prepare preliminary estimate based on CPWD PAR 2012 or the latest approved PAR and submit to the Engineer-in-charge and shall make necessary corrections/modifications as required by CPWD/MoH&FW and finally get it approved from the Engineer-in-charge. The Consultant shall also prepare Revised P.E (if required) during the execution of the work and making necessary corrections/modifications as required and getting it approved from the Engineer-in-charge.
- 26.9 The Consultant shall prepare the documents for call of tenders by the CPWD for execution of work in suitable packages as required/approved by CPWD. The estimates showing details of measurement, BOQ, technical and special conditions, analysis of rates etc. shall be prepared and submitted by the Consultant to the Engineer-in-Charge. If any corrections / observations are made by the CPWD, the same shall be complied by the Consultant till final approval by the competent authority. The approved tender documents shall also be submitted in hard copy as well as soft copy by the Consultant. Tenders may be invited by the Department in different packages. Consultant shall prepare tender documents for each of the package.
- 26.10 The Consultant shall have to perform in an efficient, orderly and professional manner and shall deploy necessary qualified and skilled persons according to the requirement of the services.
- 26.11 The Consultant and his staff will regularly inspect the works during execution stage to ensure that the works are being executed as per approved scheme and render appropriate advice and carry out all site related modifications in the designs and drawings. Such inspections shall be carried out on fort nightly basis by the site Architect / Lead Architect and other domain specialists.
- 26.12 The Consultant shall assist Engineer-in-charge in preparing presentations and presentation materials during execution of work. Key Resource person of the consultancy firm may be asked to be present during presentation.
- 26.13 The Consultant shall get the structural analysis, design and drawings checked by a third party/proof consultant appointed by CPWD. Similarly, the detailed scheme and designs of all electrical, mechanical and HVAC Services (internal and external) will be got checked by Consultant if required by CPWD from any third party approved by it. Nothing extra will be paid to Consultant for getting such checking done. However, fee payable to the third-party/ proof consultant for these checking shall be borne by Consultant.. The detailed design notes shall be submitted along with design philosophy to CPWD after it is checked/ approved by proof consultant/ third party. The proof checking, if any, got done by a third party by the CPWD shall not absolve the Consultant of any of his responsibilities. All reports including design/drawings submitted by them shall bear the signature of the Team Leader/authorized representative of the Consultants and the Consultant shall be fully responsible for the soundness, correctness and feasibility of the design prepared by them.
- 26.14 All basic/ detailed drawings by Consultant wherever special services or equipments are required, and all the shop drawings for the structure will be checked and approved by Consultant before submitted for approval to CPWD. The decision of CPWD for the shop drawings to be submitted for special equipment or services or structure will be final to this effect.
- 26.15 The Consultant shall comply with all applicable laws, bye-laws, and statutory provisions etc. in the performance of the consultancy assignment and in the execution of the project.
- 26.16 The Consultant shall comply with all the applicable norms/codes/guidelines/regulations/bye- laws/statutes of local as well as Central Govt. Bodies.
- 26.17 The consultancy services shall be provided through a Team Leader supported by experienced professionals. The Consultancy firm will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The Consultant shall have to submit details of proposed



team detailing the roles/work to be performed by each personnel, their tentative duration, inter-relationships of each personnel etc.

- 26.18 The Consultant shall ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included. He shall also ensure that the various building/engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- 26.19 The Consultant shall have to co-ordinate with the CPWD/MoH&FW and attend meetings as and when required by CPWD/MoH&FW including meetings with the contractors.
- 26.20 After the completion of construction of buildings and all external services the consultant shall prepare the completion drawing and obtain completion certificate from local bodies.
- 26.21 The Consultant shall have the required dedicated personnel for this Project so that they are available for interaction at all times. No such personnel shall be transferred / withdrawn without the consent of CPWD. Similarly, prior to induction of new personnel on the Project, the approval of CPWD shall be obtained.

27.0 STAGewise SERVICES

The Consultant shall provide Comprehensive Consultancy Services in the following areas:-

- a) All Architectural Services including Master Plans, building plans, Landscaping and Signage plans etc.
- b) All Quantity Surveying Services
- c) All Civil & Structural Engineering Services including all proof checking work.
- d) All Electrical Engineering Services and Net Zero Solar Energy efficiency Services.
- e) All Mechanical Engineering Services
- f) All Public Health Engineering Services
- g) All Waste Water treatment and Management System
- h) Green Building Concept (Norms to be followed as per Platinum- LEED/4 Star- GRIHA)
- i) All furniture /equipments/fixtures/fittings for all buildings including rooms, labs, workshops, kitchens, lecture rooms, amphitheatre, Auditorium etc.
- j) All interiors and all acoustical treatments.
- k) All art work and signage
- l) All water supply & drainage system
- m) All I.T. Service/ICT Services for lecture halls/Classrooms/Offices
- n) All environmental clearances/ permissions, environmental impact & social impact assessment and their clearance from concerned statutory bodies/ministries of the Govt.
- o) Inspection of works during construction and ensure that the execution is being done as per approved drawing and specifications.
- p) Any other services which are required but not specifically indicated.
- q) Checking of 'As Built' drawings (on the basis of actual construction at site) including services and structures.



The Consultant shall appoint specialized sub-consultants for which in-house expertise is not available with the consultant.

27.1 Preliminary Stage

27.1.1 Concept Design

- a) Ascertain requirements of CPWD/MoH&FW in foreseeable future and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for CPWD's review/ recommendations and MoH&FW's approval including conceptual / control designs/ drawings/ documents and incorporating required changes, if any.
- b) Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
- c) Prepare and submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
- d) Prepare & submit a Report of Requisite Compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls.
- e) Demonstrate approach to Master Planning and Architecture Design through 3 -4 options of Conceptual Designs showing vision for the project, design philosophy and strategic approach, including phasing and movement of patients/medical professionals.
- f) Prepare & submit report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs, especially in respect of drainage, disasters and environmental issues.
- g) Prepare & submit Design Brief Document encapsulating the above for Departments' approval.
- h) Submit Design Basis Reports in respect of structural systems and all services.
- i) Prepare and submit conceptual designs & master plan with reference to design brief given and prepare preliminary estimate on cost area basis, for all components, blocks/ buildings, services of the project.
- j) Volumetric study and Urban form recommendations including pedestrian/ vehicular movement and parking.
- k) Architectural controls/ guidelines for the master plan/concept plan.
- l) Submission of the concept design and make presentation of the entire scheme.
- m) Modifications in the concept plan taking into account the comments, suggestions of CPWD/MoH&FW and submitting the same to CPWD for approval.

27.2 Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services)

27.2.1 Determine the utility /load requirements and prepare & submit Design Basis Report for all the required services

27.2.1.1 Prepare the concept design for the utilities.

27.2.1.2 Preparation & submission of SLD and preliminary drawings for all the services



27.2.1.3

Submission of special services and equipment plan including space planning (Special services like- Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling, treatment and disposal, medical gases supply and distribution, air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management).

28.0 Master Plan/Lay out plan

- 28.1 Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the CPWD/MoH&FW.
- 28.2 Submission of the Final Master Plan to local bodies and incorporating changes, if any, suggested by them and re-submitting the same.
- 28.3 Obtaining approval of the master Plan from local authorities.
- 28.4 Prepare requirements for Master Plan in consultation with stakeholders and analysis of site, topographic features, climatic conditions, geographical location and other relevant context.
- 28.5 Conduct volumetric study and make urban form recommendations including pedestrian/vehicular movement and parking for various functional needs, such as patients, visitors, doctors, students, services, emergency vehicles, fire fighting vehicles etc. Develop Urban Form 3-D massing proposal for approval.
- 28.6 Prepare Master plan with guidelines for volumetric and façade controls, drainage and traffic movement. Incorporating Urban Form proposal.
- 28.7 Submit Final Master Plan based on the inputs from development of conceptual architectural design studies and the stakeholders and finalize controls, circulation, guidelines and other aspects of Master Plan.

29.0 Project Report

- 29.1 Preparation of Project Report and Project cost estimate covering all project components including any other equipments required etc.
- 29.2 Approval Stage
- 29.2.1.1 Development of the Submission Plans of buildings and all external services.
- 29.2.1.2 Submission of the design, drawing and related document to concerned local authorities.
- 29.2.1.3 Modifications of the design, drawing etc taking into account the comments, suggestions etc. of the local bodies.
- 29.2.1.4 Re-Submission and obtaining approval of the design, Drawing etc from local bodies.
- 29.2.1.5 Carrying out Environment Impact Assessment, submission of the same and getting approval from concerned authorities.
- 29.2.1.6 Obtaining necessary approval of the project from State Pollution Control Committee and Ministry of Environment & forest Govt. of India/State Govt. as per the requirement.

30.0 DETAILED DESIGN STAGE-

- 30.1 Prepare final Master Plan including the site use plans for the approval of Department. (including preparation of concept plan, individual floor plan for all blocks like, Hospital, Institution, Residential, services, medical college, their elevation, sections for approval along with Master plan)
- 30.2 Modify the conceptual designs and cost estimates after incorporating any changes, as may be



suggested by Department.

- 30.3 Preparation of detailed Architectural designs of all buildings and related infrastructure, design of Public Health, Electrical & Mechanical services, landscaping design, graphic design and signage.
- 30.4 Submission of a Detailed Project Report including, phasing etc.

31.0 ARCHITECTURAL SERVICES

- 31.1 Modify the conceptual designs incorporating required changes and prepare the preliminary architectural drawings, sketches, study model, walkthrough, BIM models etc.
- 31.2 Interior Design of all spaces is an integral part of the service to be rendered. Consultant shall prepare interior design layouts / details, including furniture layouts detailed working drawings, specifications, materials, etc. for all fixed and loose furniture items such as nursing stations, interiors of rooms/wards, doctors OPD rooms, waiting areas, toilets- common and attached, offices, canteen/cafeteria, common spaces etc.
- 31.3 Prepare a detailed scheme for lighting design, including lighting for recovery, daylight utilization, color therapy, outdoor lighting and façade lighting, security lighting conforming to best practices.
- 31.4 Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, standard details and other construction details as required for successful completion of the project.
- 31.5 Based on the decision of the authority, ensure GRIHA 4-Star (version 3) Rating. A detailed report concerning the project data sheet.
- 31.6 Submission of special services equipment plan including space planning (Special services like - Kitchen, Laundry, CSSD, OT, Gas Manifold, Medical Equipment, medical waste handling-treatment and disposal, medical gases supply and distribution- air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management).
- 31.7 Prepare tender drawings, schedules and specification of materials and workmanship, in sufficient detail to enable to prepare a tender. The tender drawings & documents shall include detailed site plan, detailed drawings for each buildings including floor plans, elevations, door & window schedules, finishing schedules, fitting schedules, colour schemes with coloured prints, flooring patterns, reflected ceiling plans, ironmongery, joinery, installation details, wall profiles, Staircases, ramp and lift details, details of important building parts /areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names. The final call on products/specifications will be of department. Unless otherwise escapable Indian brands which are commonly available shall be specified by the consultant for use in the work.
- 31.8 Prepare and issue “Good for construction” drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include:
 - a) Layout Plans showing:
 - All proposed buildings, play fields, green area, Sewage Treatment Plant, Sump, Rain Water Harvesting, Electrical Sub-Station etc.
 - Blow up of road junction / parking area and other such area as required.
 - Coordinated External services



- b) Detailed Drawings of:
- Floor plans, fully coordinated with all services/disciplines
 - Elevations
 - Sections
 - Wall profiles
 - Doors & Window details
 - Stairs/Ramps/Lifts details
 - Details of building parts, areas, critical special treatments.
 - Toilet details.
 - Flooring pattern and details
 - Dado details
 - Roof flow, draining including rain water harvesting system underground tank
 - Detailed designed and drawing of all types of furniture, all lab equipments, all workshop machineries, all kitchen equipment etc.
 - Detailed drawing of artwork.
 - Any other detailed require by the Engineer-In-charge.
- c) Landscape & Horticulture
- Drawings of landscape including blow up of critical areas / landscapes / plantation schemes in detailed coordination with all external services
 - Horticulture details
- d) Any other details required for completion of the buildings/services.

32.0 WORKING/DETAILED DRAWINGS AND TENDER DOCUMENTS

- 32.1 Prepare working drawings (coordinated across various disciplines), specifications and schedule of quantities, detailed estimate of cost and tender documents in packages as desired by the Engineer-in-Charge including mentioning code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract. If desired, tender documents shall be prepared by adopting New & Emerging Technologies in constructions work under taken by CPWD such as Monolithic concrete construction system using Aluminium Formwork/Plastic Aluminium and Industrialized 3-S system using precast RCC components.
- 32.2 Modification to the Architectural Design and Services Design incorporating required changes and prepare final working drawings and service plans for the approval of Department.
- 32.3 Submission of detailed estimates/detailed Bill of Quantities for all items –civil works, interiors, MEP services, Specialised services of Hospital like CSSD, Kitchen, Laundry, OT, Mortuary, Gas Manifold etc., external development etc. in standard formats using standard description of the items for those as may be available in DSR published by the Central Public Works of the Government of India and standard engineering terminology for items that may not be available in the schedule.
- 32.4 Take-off-sheets, detailed specifications of the material/fittings to be used in the project shall also be made available.
- 32.5 Tender drawings and working drawings shall be prepared in respect of all disciplines, including, Architecture design, MEP, Structure, Fire and Life Safety.
- 32.6 Prepare tender drawings, items of work, specifications (indicating applicable codes and standards, Quality Assurance and Quality Control procedures related to materials and processes, execution processes, acceptance standards, tolerances, modes of measurement and other documentation necessary for tendering process.



- 32.7 Draw up a master list of working drawings (notwithstanding non-inclusion any drawing, the same to be included subsequently), prepare working drawings, coordinated across various disciplines, incorporating reference to specifications as per contract documentation.
- 32.8 Tender document to be prepared in phases or as per requirement of CPWD/MoH&FW.

33.0 APPOINTMENT OF CONTRACTORS

Assist in analyzing tenders by preparing the justification rates after collection of the same from the respective locations

34.0 GOOD FOR CONSTRUCTION DRAWINGS

To prepare and submit all Good For Construction (GFC) drawings within the time as specified in RFP

- 34.1 During the Execution Stage, the selected consultant is expected to Visit the site of work, at regular intervals as prescribed in this document, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the intent, drawings and specification and keep Department informed and render advice on actions, if required.
- 34.2 The designs and drawings should comply to GRIHA 4- Star (Version 3) rating or as per latest revision.

35.0 CIVIL & STRUCTURAL ENGINEERING SERVICES

The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts/practices and shall at all times show a high degree of professionalism in his work.

The Consultant will be fully responsible for the design of all the Civil & Structural engineering works. The services to be provided by the Consultant shall include but not be limited to the following:

35.1.1 Design Basis

- i. Planning for the structural arrangements with the Architectural design.
- ii. Co-ordination & finalization of structural arrangement
 - Beam & Column location
 - Beam & Column size finalization
 - Slab profiles
 - All other detailing required for the finalization of design
- iii. Finalization of design basis & structural systems.

35.1.2 Structural Design Development

- i. Design of all the structural and non structural elements
- ii. Getting Proof checking of structural design /drawings, incorporating comments/ advice of proof consultant and preparing “Good for construction” drawings from the agency as approved



by Engineer-in-Charge. The Structural designs & drawings shall be got vetted from an Indian Institute of technology (IIT)/National Institute of technology (NIT) or any other similar Govt. institute as may be approved by Engineer-in-Charge. The vetting may also include making a reference for seeking value engineering besides checking of adequacy of designs. Fee in this regard will be paid directly by Consultant to the Institute so engaged.

- iii. Preparation of detailed structural analysis and structural design calculations (including seismic design as applicable) based on Design Input and preparation of detailed structural drawing.

35.1.3 Drawing Stage

- Foundation plans & details
- Column, walls and beam layout plans
- Floor Framing plans, fully coordinated with all disciplines
- Floor slab structural details
- Column & beam structural details
- Staircases, ramps, lifts shafts and machine room details, rain water harvesting chamber.
- Requirement of Green Building Concept
- All other details and sketches required for proper execution of the works.

35.1.4 MEDICAL SYSTEMS & SERVICES

35.1.4.1 General

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

- a) Modular Operation Theatre and Integrated Modular OTs (Modular OT
- b) Central Sterile Supply (CSSD)
- c) Medical Gases Manifold System
- d) Kitchen
- e) Laundry
- f) Bio- Medicals Waste Management System
- g) Mortuary Chamber
- h) Pneumatic chute system

The considerations for each of the above services are explained in the following sections.

- Each of the above services shall be designed to take care issues like Infection control, Promoting high standard of asepsis, Facilitating coordinated and seamless services delivery, Ensuring maximum standard of safety, Optimizing utilization of spaces with flexibility & saving staff time, Optimizing safe & ergonomic working condition, Ensuring functional separation of spaces, Patient and staff comfort minimizing maintenance and regulating flow of traffic.

35.1.4.2 OPERATION THEATRES

- All OTs will be designed keeping in view latest developments in the field and allow flexibility of use & shall conform to statutory requirements.

35.1.4.3 CENTRAL STERILE SUPPLY (CSSD)

- CSSD shall have barriers to prevent cross contamination. Central Sterile Supply (CSSD)



will be designed to receive, store, process, sterilize, distribute and control the supplies and instruments, linens, equipment, both sterile and non sterile essentials to all the s of the Hospital for care and safety of the patients. It should have Wash area, packing area, sterile area with sterile store, change rooms, gauge cutting room and low temperature sterile system. Dedicated RO water requirement. CSSD shall have comfort condition in packing area and HEPA filtered air supply to sterile area. CSSD shall have Plumbing, drainage, electrical works and fire-fighting system. Location, design and internal planning will be done keeping in view the functional requirements ensuring efficiency in working and the type of machinery and equipment that will be best for being procured and deployed. Assistance will be given in selection of suitable equipment/technologies that should be procured and the best practices being followed internationally. (all the equipment and furniture of CSSD shall be of SS-304/316/3166. Equipment shall be of European CE/US FDA certified.)

35.1.4.4 MEDICAL GASES MANIFOLD SYSTEM

Medical Gases Manifold System (MGMS shall be as per NFPA99C/HTM 02-01/DIN standard. Plant room and manifold room shall have good ventilation system with electrical works and fire- fighting system).

Design of MGMS shall include its optimum or desirable location keeping in view statutory requirements, safety considerations and latest advances in this field with primary, secondary and tertiary source of oxygen gas , Plant room with oil less compressed air system, Lubricated vacuum system & AGSS with suitable standby and manifold room with oxygen, nitrous oxide, carbon dioxide and Nitrogen gases. ICU & HDU shall be equipped with pendant. Post-operative, Private room, VIP room & Heart center shall be equipped with BHP.

35.1.4.5 KITCHEN

- Kitchen shall be designed keeping in view the size of the Hospital and the need to deliver hygienic food to all patients in shortest possible time.
- The need to have a central kitchen or satellite kitchens shall be explored and design developed keeping in view the need for efficiency and economy
- Kitchen shall have Dry store, cold room, preparation area, cooking area, vegetable cutting area, dish washer and Pot wash, Dietician room, set-up area, special feed area, staff rest room , change room, trolley wash area & Trolley bay. Kitchen shall have stainless steel equipment and furniture like automatic chapatti making machine, Dough kneader, boiler, microwave, dish washer, hot food trolley, SS table and sink, banmarie, deep freezer, refrigerator etc. (Kitchen shall have good ventilation system, with plumbing, drain, electrical works and fire-fighting system)

35.1.4.6 LAUNDRY

- Size & location of laundry shall be commensurate with the size of the facility, quality of water available and the latest techniques in this field
- Laundry shall have barriers to prevent cross contamination. It should have Sorting area, sluice area, wash area, finish area, store and change room. It should be equipped with sluicer, washer extractor, drier, Ironer, boiler, compressor and finishing machine. Laundry shall have plumbing, drain, electrical works, fire-fighting and ventilation system.

35.1.4.7 BIO- MEDICALS WASTE MANAGEMENT SYSTEM (BWMS)

- The architectural design should ensure segregation of clean and dirty and treated waste spaces in first instance
- Final disposal has to be planned keeping in view the relevant laws as are applicable to this



field as notified by the Ministry of Environment or any other statutory authority / CPCB / SPCB.

- BWMS shall have Incinerators (optional), Waste autoclave and Shredder.

35.1.4.8 MORTUARY COMPLEX

- An adequate size mortuary with provision for safe storage facility, Dissection area, Bier room, change room, wash area, office police booth and postmortem / autopsy shall be suitable designed and located in the campus. Wash area, Postmortem area and dissection area shall have plumbing and drain. HVAC system should be provided with well ventilated, well lighted postmortem/autopsy room and dissection area.
- Location should be such as to cause minimum disturbance to general public and patients and yet ensure dignity to the deceased

35.1.4.9 PNEUMATIC TUBE TRANSFER SYSTEM

- Design Consultant shall help design a pneumatic Tube transfer system to ferry samples/medicines/papers from one location to another keeping in view the need for economy. System should be upgradable for transfer of items amongst Labs, blood bank, pharmacy, OT complex, ICU/HDU, Diagnostic area and Wards etc.

36.0 Electrical & Mechanical Engineering Services.

I) ELECTRICAL ENGINEERING SERVICES

The electrical system shall be designed in accordance with “Net Zero energy “and GRIHA norms and it should conform to GRIHA 4 Star Rating/ Platinum-LEED Rating. The services to be provided by Consultant shall include Design Basis Report, Preliminary & Detailed Estimates, Load Calculation, Design and Drawings, Vetting of shop drawings. The consultant will provide specifications etc. and proof checking of designs and systems by third party proof consultant as per requirements of CPWD/MoH&FW.

II) MECHANICAL ENGINEERING SERVICES

A detailed assessment has to be made for planning the mechanical services of the building conforming to Platinum- LEED/ GRIHA 4 Star Rating. The system should be capable of handling future expansions in the campus. The services to be provided by Consultant shall include Preliminary & Detailed Estimates, Design Basis Report, Load Calculation, Design and Drawings, Vetting of shop drawings. Also Liaisoning, pre construction approval and post construction approvals have to be made from government bodies.

(A) Internal and External Electrification

- Design of internal electrification network of building with adequate sizing of cables, wires, switchgears, distribution boards, panels, electrical fittings and fixtures.
- Earthing protection system to be planned in accordance to soil investigation report and conforming to latest IS standards.
- Lifts and escalators shall be designed to make barrier free campus including relevant norms and provisions for Persons with Disabilities (PWD).
- Calculation and Simulation required conforming to GRIHA 4 Star Rating/ Platinum-LEED Rating for complete electrical lightning system for the best illumination level (foot candles), uniformity, layout, and aesthetic considerations such as color rendition shall be taken into account.
- Measures for energy conservation –day light harvesting, occupancy sensor etc.



- Liaisoning and approval with other statutory bodies like PDD, Fire Services, Electrical Inspector and other necessary department for obtaining the pre construction and post construction clearances.
- All the staff quarters and faculty housing shall have the provision of communicable electrical billing system.

(B) External Electrification- other works

- Design of Sub -Station at various voltage levels in a ring man topology, with a suitable underground power cable distribution network considering the voltage drop as per distance and load calculation. System will have redundancy and should not depend on single power source.
- Design of power backups with Diesel Generator to be planned with Automatic mains failure panel, synchronization scheme and load shedding scheme.
- Street lights and landscape lightning to be provided in accordance with GRIHA.
- Suitable Automatic Power Factor correction system to be provided.

(C) Renewable Energy Sources

- Design of alternative renewable energy sources along with solar power generation to minimize the energy requirement from conventional sources.
- Solar power system at desired voltage level shall be incorporated with an import/export power scheme. Automatic transfer scheme from raw power to renewable power shall be provided with a suitable provision in electrical panels.
- Solar Potential Study and recommendations for whole area along with Grid connectivity.
- Government may decide to assign the installation/running of solar energy tapping equipment to an outsourced agency. Therefore consultant is required to suggest/earmark required area/suitable place for installation of solar panels as per load requirement.

(D) Energy/Building management system (BMS)

- Building management system shall be the backbone of services it should be planned on open protocol. It shall integrate all the necessary services of the buildings for close operation and monitoring of the services from a single window.
- Schematic design of BMS system with complete IO summary showing proper integration of all the services.

(E) Sophisticated Control and Data Acquisition System (SCADA)

- Schematic design of SCADA system connecting all the sub stations. System should incorporate control and monitoring of electrical parameters and switch gear in co-operating other energy sources.

(F) Telephone, Intercom & Communication System

- Telephone layout and telephone equipment including conduit and accessories layout for the telephone system and any protective devices battery back-up required.
- Design the EPABX/EPBX room. Prepare conduit layout of cables and terminals inclusive of a fiber optic or other special data transmission cables for system required.
- Intercom layout and intercom equipment including conduit and accessories layout for the intercom system and any protective devices required.
- Topology of networking, LAN (Structured Cabling), cables, conduits, raceways, sockets, layout drawings floor wise.



- Prepare the specifications and bills of quantities.
- Check and approve detailed drawings of the suppliers and manufacturers

(G) Cable TV/Dish Antenna System.

- Prepare working drawings indicating the locations of TV points, Central panel/racks of dish antenna.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

(H) Lightning Protection and Earthing System

Lighting protection system shall be an advanced integrated lighting protection system. The work shall include, but not limited to, the following:

- Prepare plans showing internal/external earth grid, earth electrodes and lightning protection with size of conductors and details of each electrical and lightning arrestors along-with details of earthing pits.
- Earth system shall be as per relevant Indian Standards and Indian Electricity rules.

(I) External Lighting

- Assess the external lighting requirement for parking, buildings etc.
- Prepare plans indicating the road lighting with circuit details, typical pole detail with type of fixture, cabling, earthing etc.
- Prepare the specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers and manufacturers

(J) UPS back-ups

- Prepare the plan indicating the locations of UPS rooms in the buildings, UPS room layout, Floor wise UPS power distribution drawings, Single line diagram/Power flow diagram.
- Prepare specifications and bills of quantities;
- Check and approve detailed drawings of the suppliers/ manufacturers;

(K) Solar Heating and R.O. System

- Planning and installation of Solar Heating System and R.O. System for building.
- Prepare specification and bill of quantities.
- Check and approve detailed drawings of the suppliers/manufacturers.

(L) CCTV, Public Address system, Access Control system, Audio Visual System and Vehicle management System.

- Planning & Designing of CCTV, Public Announcement, Access Control system and Vehicle management System & Equipments with high level integration.
- Audio-Visual system, sound re-enforcement system, conference room projection system, Amplifier speakers, mixers, acoustics, floor use layout control system, drawings and system layout drawings.

(M) IT and LAN Networking System



- Design and drawing of multi core optical fiber cable distribution network system for easy and stable accessibility of intranet and internet services of the building.
- The design should incorporate detailed planning of all active and passive components for high level and low level networking.
- Design of LAN network of the building for IT labs, Access points, WI-FI campus.
- Network is also to be used for HMIS, PACS, Tele-medicine and Tele-education

(N) Heat Ventilation and Air Conditioning System

- All HVAC services will be Planned, designed and detailed complete in all respect, for Central and/or individual air-conditioning systems as may be required from functional and economical point of view (fully air-conditioned Institutional areas & Hospital except residential areas).
- The service shall include but not be limited to pressurization of lift wells/stair cases; mechanical ventilation system of toilets, basements and other areas etc. for the entire complex selection of chilling machines along with chiller management system, hot water generators, cooling towers, chilled/hot/condenser water pumps with VFDs, air handling units, FCUs, ventilation fans, pressurization and smoke extraction system, ducting, piping, insulation and required electrical works along with panels, cabling/earthing etc. Separate AHU will be planned for each OT.
- System has to be in compliance with international standards and guidelines applicable to healthcare buildings for hospital and the relevant standards for other buildings as applicable. In any case the system will comply with or be better than the applicable national standards/guidelines.
- HVAC system shall provide enough flexibility in operation such that selective areas can be operated and maintained at desired temperatures without compromising on requirements of other areas to economize on the operating costs.
- All the mandatory and prescriptive criteria for GRIHA 4 star (version 3) rating and NABH/JCI requirements shall be included in planning and design of HVAC system.
- System and design proposed has to be robust, easy to operate and maintain, energy efficient, ensure that areas which have special requirements such as filtration, segregation of return air, need for maintaining pressure differentials should be well taken care of.
- Proper integration with the fire detection and smoke extraction system will be inbuilt in design.
- Following standards shall be kept in view while designing the system
 - ASHRAE standards and guidelines
 - ISHRAE
 - MCI standards and guidelines
 - Labs shall be designed as per WHO/CDC/ ICMR guidelines.
 - Local by-laws and factory Act.
 - Indian Standard Specifications / codes.
 - National Building Code 2005.
 - Manufacturer's Instructions and guidelines.
 - CPCSEA guidelines
 - MOH& FW guidelines

(O) Fire Detection and fire alarm system.



- Design the FDA Control Room layout.
- Prepare working drawings (Floor wise) indicating the zones, location of the fire alarm sensors, Response Indicator, Manual call points, Hooters, their conduits and wiring and location/details of FDA control panels, evacuation plans.

(P) Lifts and Escalators

- Specify the capacity and type of lifts/escalators to be provided and prepare layout for the necessary machine areas.
- Finalize the design for lifts and escalators installation as per the Statutory/local regulations.
- Prepare specifications and bills of quantities.
- Lift and escalators shall be designed in accordance with person with disability and old age person to make the campus barrier free.

(Q) Water Pumps

- Specify the type of pumps for water supply & dewatering purpose.
- Prepare specifications and bills of quantities.
- Check and approve the suppliers'/ manufacturers drawings/ documents.

(R) Fire Fighting & Fire Suppression System

- Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system, CO₂ flooding system, pressurization system, fire extinguisher system, Underground Tanks, fire pump rooms etc. in line with the statutory requirements.
- Size all equipment required and prepares detailed specifications and bill of quantities.
- Obtain necessary license/permissions from the statutory/local fire authority /bodies etc. as required.
- Check and approve detailed drawings and data sheet of suppliers/ manufacturer.

37.0 Plumbing and Integrated Water Management System

- Design and drawing of plumbing system for internal and external. It shall include comprehensive design concepts and installation guidelines for energy conservation and water harvesting.
- Integrated and sustainable water management focusing on least anthropogenic water discharge from human activities should be pursued.
- The use of water conservation fixtures, landscaping, rain water harvesting, aquifer recharging and waste-water recycling need to be given due consideration.
- Involve use of efficient building and plumbing services components and fixtures tailor- made to meet sustainability objectives and creating sufficient awareness among the users of building facility and its services, during the occupancy stage.
- Ensure potable quality of water for drinking and washing as per the prescribed standards and to ensure that treated waste water is meeting the desired standards for reuse or disposal.
- Minimize the consumption of mains supply potable water and minimize the volumes of urban storm water runoff.
- Consider natural storm water filtration and absorption schemes which employ engineered, landscaping devices such as swales, rain gardens and infiltration ponds.

38.0 PUBLIC HEALTH ENGINEERING



- (A) All the design and drawings should be well coordinated with Architecture, structure and other services drawings.
- (B) All designs shall be as per the latest Indian Standards, Local bye-laws and statutory norms/regulation.
- (C) Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services. These existing systems are to be augmented with proposed (Required) system.
- (D) The services shall include following major components as discussed in detail:
- (i) **Water Supply System**
 - If required by CPWD, Consultant will check and examine the ground water quality at site. In case, the ground water is found unsuitable for campus use, then a suitable Water Treatment Plant may be designed after proper investigations/ Study Reports etc.
 - Calculation of water requirements for domestic, non-domestic and other services.
 - Design and prepare working drawings of internal and external water supply system including Underground tank, Overhead tank, Water treatment plant, Pumping stations, rising mains, distribution system and internal plumbing, recycling of treated waste water etc.
 - Prepare specifications and bill of quantities.
 - Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.
 - (ii) **Internal Sanitary Installations**
 - Design and prepare working drawings of internal sanitary installations.
 - Identify, design and prepare working drawings of handicapped friendly toilets and sanitary installations, if required.
 - Prepare specifications and bill of quantities.
 - Check and approve detailed shop drawings and data sheets of supplies / manufacturers.
 - (iii) **Sewerage System and Sewage Treatment Plant**
 - Calculation for quantity of waste water generated from different sources and design waste water treatment plant
 - Design and prepare working drawings for internal and external soil/waste disposal systems including sewage treatment plant and treated water usages, etc.
 - Obtain approval from statutory and local bodies for waste disposal
 - Prepare specifications and bill of quantities
 - Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers
 - (iv) **Drainage**
 - Design and prepare working drawings for storm water drainage including roof drainage, service area drainage and surface drainage.
 - Design and prepare working drawings for rain water harvesting system.
 - Obtain approval from statutory and local bodies for drainage connections and rainwater harvesting scheme etc.
 - Prepare specifications and bill of quantities.
 - Check and approve detailed shop drawings and data sheets of suppliers/ manufacturers.

39.0 Site development Works



- (i) Design and prepare working drawings (longitudinal & cross section) for roads/ footpaths/ parking areas etc.
- (ii) Design and prepare working drawings of irrigation system for horticulture.
- (iii) Prepare specifications and bill of quantities.
- (iv) Check and approve detailed drawings of suppliers/ manufacturers.

40.0 ART WORK FOR CAMPUS

The Art Works should be of high aesthetic quality and enhance the ambience, experience, and characteristics of the locations/ spaces where such works are installed. However, the extra expenditure due to Art work should not involve financial implication more than allowed by Govt. Such works should be carried out with engagement of Sub-Consultants/ Experts/ Designers/ Curators having imagination, experience, and capability to visualize the scale and context of the spaces as well as ethos of the Institute. Such expressions should consider highest levels of workmanship, skills including craft skills and art. The Consultant will be responsible for developing alternative concepts, detailed visualization, specifications, detailed drawings and supervision of execution of such works at site.

The consultant will engage sub consultants / experts / designers/ curators having a sound background of Visual Arts, who can conceive the overall concept for the entire campus of AIIMS, develop public/ urban arts required in the campus professionally as the location demands, in consultation and with the approval of CPWD and issue detailed drawings/ shop drawings for execution of the same. They must have good knowledge of different art materials, different processes of execution with a minimum of 10 years' experience in developing public places such as institutional buildings, campuses, museums, exhibitions, public buildings, city squares, parks etc. through such works.

41.0 CONSTRUCTION STAGE

During the construction/ implementation of the project, the Consultant will provide the following services:

- a) Review and certification of detailed Conceptual design of each of the constituent components for construction or development within the campus, before approval by the statutory authorities.
- b) Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/ construction requirements.
- c) Supplying to the CPWD such further drawings, specifications or details which may be required for proper execution of work.
- d) Obtaining the CPWD approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- e) Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
- f) Interact and Liaise with MoH&FW to understand, integrate and link the services to the building services.
- g) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc., and obtain approval thereof from CPWD.
- h) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors / Contractors.
 - Approve Mock-ups, samples and shop drawings as necessary.
 - During execution, participate in conferences and meetings with various stakeholders, as desired by the Executing agency and rendering advise to the



Executing Agency.

- Coordinate and support all activities during construction related to Design and architecture.
- Preparation of good for construction drawings & Submission of 10 sets of drawings along with the soft copy sufficient to facilitate execution of work on site
- Approve samples of various elements and components and assist Department in making appropriate choices.
- Check and approve shop drawings submitted by the contractor/ vendors, as required by the Executing Agency.
- Architect & his specialist consultants/engineers shall visit the site of work, at intervals mutually agreed upon, clarify any decision, after interpretation of the drawings/specifications.

i) The Consultant will make presentations about the project during the construction stage as per requirement of CPWD/MoH&FW.

42.0 POST COMPLETION STAGE

- a) Consultant shall obtain necessary completion certificates/ no-objection certificate from statutory bodies for the whole campus to enable CPWD/MoH&FW to occupy the campus.
- b) The Consultant shall provide solutions and clarifications to any design or performance deficiency/ defects noted in the functioning of the buildings and services by CPWD/MoH&FW during the defect liability period including all detailed/shop drawings for rectification of the same. The consultant would be liable to pay damages if any such defects/deficiencies are determined by the Engineer-in-Charge, to have resulted due to any faulty/deficient design given by the Consultant. Consultant shall attend Review Meetings during defect liability period as required by CPWD/MoH&FW.
- c) Will check & authenticate AS-BUILT drawings submitted by the main contractor to the Engineer-in-charge.
- d) Getting the building certified as a “ Green Building” from the GRIHA as envisaged.

43.0 Time Schedule for Stage Wise Activities of Consultant

Sl. No.	Activities	Period of Completion of Stage Wise activity (in weeks)	Cumulative Period from the date of commencement (in weeks)	Remarks
A	PRELIMINARY STAGE			



A.1	Preparation and submission of Conceptual scheme, Master Plan project report, basic scheme of the overall project including preliminary design & drawings of individual buildings and internal/external services and approvals from CPWD/MoH&FW	8	10	
B	Municipal and Statutory Approvals Stage			
B.1	Preparation and Submission of all necessary municipal drawings, reports & document of complete project for review and approval of CPWD/MoH&FW and approval thereafter by all the concerned Municipal and Statutory authorities for commencing the construction works. Submission of preliminary cost estimates of all project components and their approval by CPWD/MoH&FW.	14	22	This activity can Start after Master Plan and building drawings are approved by CPWD/MoH&FW at stage A.1
C	Detailed Design/ Drawings/ Estimates Stage			
C.1	Preparation of complete Structural designs/ drawings, getting them checked from Proof Consultants and submitting for approval of CPWD	12	22	This activity can run in parallel after Master Plan and building drawings as approved by CPWD/MoH&FW at stage A.1
C.2	Preparation and submission of detailed designs/calculations and detailed Architectural drawings of all buildings.	12	26	This activity will overlap and run parallel to Activities at stage A.1, B.1 and C.1
C.3	Preparation and Submission of all internal and external services Drawings	12	26	-do-
C.4	Preparation and Submission of Detailed Estimates & Details of measurements, Analysis of rates, tender drawings, specifications and final tender documents to CPWD.	08	28	This activity will overlap and run parallel with activities in C.1, C.2 and C.3
C.5	Submission of complete Detailed Architectural & Service Drawings “Good for Construction”.	08	32	This activity will overlap and run parallel with activities in C.1, C.2, C.3 and C.4
C.6	Submission of complete structural design and drawings “Good for Construction”.	08	36	This activity will overlap and run parallel with activities in C.1, C.2 and C.4
D.	CONSTRUCTION STAGE			



D.1	During execution of project intermittent inputs will be required from the consultants in clarifying the technical queries, site visit to make sure that the construction conforms to the design.	*(60 months)	Actual period of construction	
E.	POST CONSTRUCTION STAGE			
E.1	Obtaining completion certificate from local bodies.	8	After completion of Stage D-1	
E.2	Submission of As- Built Drawings	4	After completion of Stage E-1	
Note: The above deliverables will overlap to conform to the phasing of the project as decided by DEPARTMENT				

*May be read with Clause-7 of Chapter-3.

The Consultant shall supply 15 (fifteen) sets of drawings and 1 (one) soft copy of each to Department. 10 (ten) sets of drawings will be supplied in A0 size and 5(five) sets in A3 size. Drawings shall be prepared on CAD.

44 Sub-contracting

The Consultant shall not subcontract whole of the work. However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultant/domain specialist/agencies.

45 Proof Checking

The Structural designs & drawings shall be got vetted from an Indian Institute of technology (IIT)/National Institute of technology (NIT) or any other similar Govt. Institute as may be approved by Department. The vetting may also include making a reference for seeking value engineering besides checking of adequacy of designs. Fee in this regard will be paid directly by Consultant to the Institute so engaged.

46 Site inspection during the post tender phase

During the Execution Stage, the selected Consultant is expected to Visit the site of work, at required intervals and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the designs and keep the Executing agency informed and render advice on actions, if desired.

47 Available Information

The following indicative reports can be seen by the bidders, if required for preparation of his Bid.

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

Any other information available with Department, which can help the Consultant during the Project, shall be shared by Department with the Design Consultant at their discretion and at the request of the Consultant. However, Consultant may get done the survey/soil testing or any other investigation as they may require, at their own costs through their own agencies. Reports of such surveys/testing shall be shared with Department.

48 Quality Assurance

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by



the Design Consultant shall correspond to the international best practices and as a minimum conform to processes as defined in ISO 9001: 2015- “Quality Management System- Requirements”.

49 Ownership of the Designs and Drawings

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to Department and Department shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by Department during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by Department to give effect to and secure the abovementioned rights of Department in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright Act 1957 including the design or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of Department and any such act without the permission of Department shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to Department on or before the cancellation of the selection process shall become the property of Department and the Bidders shall have no claim on such documents/design.



CHAPTER-7

FEE FOR COMPREHENSIVE CONSULTANCY SERVICES



FEE FOR COMPREHENSIVE CONSULTANCY SERVICES

- 1.1 The Consultant will be paid an approved lump sum fee as per his letter of appointment issued by CPWD. The Consultant's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/decreases subsequently subject to provisions under clause 1.11 and 1.12 of this Chapter for Additions and Alterations.
- 1.2 CPWD shall pay the Consultant the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Consultancy Services detailed in Chapter-6 of this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.
- 1.3 The lump sum fee payable to the Consultant shall be inclusive of:
 - a) All the taxes applicable such as GST, Income Tax, Surcharges and all the other taxes levied by State Government and Central Government. Payment shall be made after deduction of all such taxes.
 - b) Fee payable by the Consultant to any of its sub-consultant/ Associate(s)
 - c) The cost of all visits of the Consultant, their Associates/Employees and sub-consultants to site of work for the preparation of the scheme and approval by all respective agencies/local bodies and also during the construction as and when required by the Engineer-in-Charge. In case, the Consultant or his representatives are required to visit any place outside J&K to fulfill responsibilities as per the Scope of Comprehensive Consultancy Services then all such expenses on travel, boarding and lodging will be included in the lump sum fee of the Consultant.
 - d) Fees of proof checking of structural design to be paid to the institute appointed as per para 35.1.2 of Chapter-6.
 - e) Site visit of Architect engaged by the consultant during execution of the work.
- 1.4 In case, the Consultant is instructed by CPWD to travel within the country for inspection of any project, materials, manufacturers, or to attend a meeting/ conference, then the travel, boarding and lodging expenses will be reimbursed as per Govt. norms (As per entitlement of Dy Secy Level Officers).
- 1.5 Any Statutory payments such as application fee, security fee, development charges, service connection deposit/ charges, premiums etc. for obtaining clearances and approvals by the Consultant from Municipal Authorities shall be payable by the CPWD over and above the Consultant's lump sum fees as per the demand/ rates of the Municipal/Statutory authorities (if any change in tax structure occurs after last date of submission of bid, difference of tax will be adjusted according to new tax structure).
- 1.6 No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid.

1.7 STAGE WISE FEE PAYABLE TO CONSULTANT

For each of the services in the scope of Consultancy work the consultant shall be paid as per the stages given in Table-1 below. Stage-wise payments will be made to the Consultant "on account" to be adjusted against the final fee payable.



TABLE-1 PAYMENT SCHEDULE

<p>Stage 1: CONCEPTUAL SCHEME, MASTER PLAN , PRELIMINARY DRWAINGS,</p> <p>After ascertaining requirements, preparation and submission of conceptual scheme of the new campus, master plan and all drawings required for local body approvals to the satisfaction of Engineer-In-Charge and MoH&FW and submission of the same to Statutory/ Municipal Authorities.</p>	<p>10% of the lump sum fee.</p>
<p>Stage 2: ALL MUNICIPAL/STATUTORY APROVAL</p> <p>Obtaining all necessary Municipal/statutory Approvals necessary for start of Construction Work at Site.</p>	<p>15 %of the lump sum fee (Less payment already made)</p>
<p>Stage 3: PRELIMINARY COST ESTIMATES</p> <p>On submitting the final approved preliminary drawings/ designs including all external and internal services drawings and model along with preliminary cost estimates of the project and its approval by the CPWD/MoH&FW</p>	<p>20% of the lump sum fee(Less payment already made)</p>
<p>Stage 4: DETAILED ESTIMATES & DRAWINGS</p> <p>Preparation & Submission of Detailed design, calculations, tender drawings, specification, detailed estimates, BOQ, Tender Document etc. of all individual buildings, External and Internal systems and services and approval by CPWD.</p>	<p>35% of the lump sum fee (Less payment already made)</p>
<p>Stage 5: GOOD FOR CONSTRUCTION DRAWINGS</p> <p>On submission of complete sets of working drawings for all the buildings, internal and external services with all the details required for execution of the works and their approval by CPWD.</p>	<p>50% of the lump sum fee (Less payment already made)</p>



<p>Stage 6: CONSTRUCTION STAGE</p> <p>Deputing a team of Architect/Engineers at site for inspection, certifying at each stage of progress of construction works (given below) that the work is being done as per approved drawings and specifications, checking and approval of shop drawings submitted by contractors for specialized works, providing clarifications on drawings and additional details required by CPWD/MoH&FW during execution of works:</p>	
<p>i. On completion of 20% of value of work</p>	(i)55% of the lump sum fee (Less payment already made)
<p>ii. On completion of 40% of value of work</p>	(ii)60% of the lump sum fee (Less payment already made)
<p>iii. On completion of 60% of value of work</p>	(iii)65% of the lump sum fee (Less payment already made)
<p>iv. On completion of 80% of value of work</p>	(iv)70% of the lump sum fee (Less payment already made)
<p>v. On virtual completion of Construction Work</p>	(v)85% of the lump sum Fee (Less payment already made)
<p>Stage 7: COMPLETION OF WORKS</p> <p>On submitting Completion Reports , drawings, Structural Safety Certificate and obtaining completion/ occupancy certificate from Statutory authorities wherever required and on approval of as built drawings along with all required documentation as per scope of services.</p>	100% of the lump sum fee.(Less payment already made)

1.8 Security Deposit

An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.



The security deposit shall be refunded on completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

- 1.9 Payment due to the Consultant against its fee at all stages shall be computed and made as per schedule of payment in Table-1 above. Progressive on account payments shall be made by CPWD as per sequence of the stages based of work fully completed up to that stage and not for any partthereof.
- 1.10 TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Consultant. CPWD will provide a certificate of TDS deduction made to the Consultant.
- 1.11 No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/substituted items, deviations (plus/minus) shall be considered. Fees will be paid as per design approved by statutory authorities and CPWD/MoH&FW.

1.12 **Modifications, Additions and Alterations:**

- 1.12.1 The Department/IIM Amritsar shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawings & estimates/structural drawings of any part of the work or whole work or also due to change of Schedule of Rates issued by CPWD or due to change in BIS codes and the necessary modification shall be carried out by consultant accordingly. Nothing extra will be paid for the same.
- 1.12.2 The Consultant shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the CPWD/MoH&FW.
- 1.12.3 If the final built up areas or infrastructure detailed in **Chapter-4** increases or decreases by more than 10% of proposed overall built up area stipulated in this document then the Consultant's fee shall be revised proportionately based on the lump sum fee of the Consultant. Increase or decrease of built up areas up to 10% shall be included in the lump sum fee of the Consultant and nothing extra shall be paid/recovered to/from the consultant on this account.



CHAPTER-8

TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION



TECHNICAL BID (STAGE-I) AND PRESENTATION (TECHNICAL BID STAGE-II) - PROCESS AND EVALUATION

(A) OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

The bids from the Bidders are invited for providing Comprehensive Consultancy Services for planning, designing and development of AIIMS campus at Awantipora in a Two-bid system consisting of Technical Bid and Financial Bid. The weightage of Technical Bid and Financial Bid will be 70% and 30% respectively in the selection process of the Consultant. Further, the Technical Bid is divided into 2 components i.e. Technical Bid Stage-I (documents for eligibility, experience and organization structure) & Technical Bid Stage-II (Conceptual Plan, design schemes and a presentation before Jury. The Technical Bid will have a weightage of 70% in overall final score divided into 40% and 30% weightage for Technical Bid Stage-I and Technical Bid Stage-II respectively. The Financial Bid will have a weightage of 30% in the overall final score.

The eligibility criteria for Consultants participating in the selection process are laid down below in Section-B of this Chapter. The Bidders will be evaluated for Technical Bid as per the criteria contained in Section-B of this chapter. Financial bids of the participating firms will be evaluated based on the criteria and procedure contained in Section-C i.e. '**Financial Bid Evaluation**'. Marks will be given during the evaluation of Technical and Financial Bid as detailed in the following sections of this chapter. A Bidder scoring the highest marks after the evaluation of Technical Bid Stage-I, Technical Bid Stage-II and Financial Bid will be qualified for providing Comprehensive Consultancy Services for the project.

(B) TECHNICAL BID EVALUATION

The Consultant eligible for participation will be evaluated based on their experience, organization structure and capability in Technical Bid Stage-I. An eligible Bidder in Technical Bid-I must score a minimum of 60% (sixty percent) of marks in aggregate so that they could qualify to participate in Technical Bid Stage-II.

B.1 ELIGIBILITY CRITERION FOR TECHNICAL BID (STAGE-I)

All Bidders have to fulfill the following conditions of eligibility before they are considered for Evaluation under Technical Bid (Stage-I):

B.1.1 Experience of Similar Projects

The Bidder should have satisfactorily completed comprehensive Design & Architectural work, in single Work Order, in the last ten years (ending previous day of submission of bids) for any of the following similar nature of work(s) as a sole consultant or as a member of a consortium:

One 500 bedded Super-Specialty/ multi-specialty hospital with all internal and external services in India/abroad **or** At least **two 350 bedded** Super Specialty/multi-specialty hospital with all internal and external services in India/abroad **or** **Three 250 bedded** Super specialty/multi-specialty hospital with all internal and external services in India/abroad.

- The Qualifying Work(s) should be physically completed at site or the qualifying works should be 90% completed at site subject to submission of all required drawings/details by the Consultant.

Note:

- (i) The value of similar completed projects during the last 10 years as mentioned above shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion previous day of last date of submission of tender.



- (ii) The built up areas to be considered in similar works for prequalification will exclude sheds or godowns or semi-permanent structures etc.
- (iii) The satisfactorily completed certificate of the similar works from an authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run if any.
- (iv) The cost of the projects shall not include the cost of land, godowns and semi-permanent structures for the purpose of eligibility.
- (v) Particulars of completed projects and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project completed or in progress as per Annexure – D.

B.1.2 Minimum Overall Experience

The overall experience of the firm should not be less than 10 years on previous day of last date of submission of tender. This means that the firms should be in practice and providing consultancy services for a minimum period of last 10 years. A list of the major and important works designed by the firm since its inception may be given in Form-C of Annexure.

B.1.3 Profit Loss Criteria

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the last five years ending 31st March 2018.

B.1.4 Annual Fees

The bidder's Gross receipt of average annual fee from consultancy work of Architectural and Structural design in immediate preceding three financial years should not be less than Rs. 5 Crore ending up to 31.03.2018.

B.1.5 Registration with Council of Architecture, LEED, TERI GRIHA

The firms/associated firm (as partner or employee) should be registered with the Council of Architecture.

The bidder should have at least one of the team members as GRIHA/ LEED Accredited Professional or shall have to associate with GRIHA/LEED accredited professional.

B.2 SUBMISSION OF OTHER DETAILS/ DOCUMENTS ALONG WITH TECHNICAL BID (STAGE-I)

Organizational Structure and Capability- Proposed Team for the Assignment

The Bidders are expected to have capability in all the disciplines of consultancy work required for developing the new AIIMS campuses. The bidder will be required to give a list of disciplines for which they have in-house capability available for planning and developing as per Annexure-F. **In case the Bidder proposes to hire the services of any Expert as Sub- Consultant for a particular field of expertise then these details shall be given along with the bid document as per Annexure-H.**

B.3 EVALUATION CRITERIA FOR TECHNICAL BID (STAGE-I)

In the Technical Bid (Stage-I), Bidders will be evaluated by the Department in the following manner:

B.3.1 The initial criteria prescribed in **Section B.1** above in respect of experience of similar type of projects



completed along with documents as per **Section B.2** for organizational structure and overall experience will be scrutinized for determining the Bidders' eligibility for consideration.

B.3.2 The Bidders qualifying the criteria as set out in the Section **B.1.1** above will be evaluated by scoring method on the basis of details furnished by them as below:

TABLE-1

I	Financial Strength	Average gross annual financial turn over during best 3 years in last five years ending 31.03.2017. (i) 60% marks for minimum initial eligibility criteria. (ii) 100% marks for twice the minimum initial eligibility criteria or more. In between (i) & (ii) on pro rata basis.	20 marks maximum
II	Experience of similar projects completed during the last 10 years(Refer Annexure A)	Experience in similar class of works. (i) 60% marks for minimum initial eligibility criteria. (ii) 100% marks for twice the minimum initial eligibility criteria or more. In between (i) & (ii) on pro rata basis.	30 marks maximum
III	Organization Structure and Capability (Refer Annexure-F)	The firms are expected to have in-house capability for designing all the major disciplines of consultancy work required for developing the new AIIMS Campus. In case the bidder proposes to hire the services of a sub-Consultant for a particular discipline then the name and details of the firm should be given. Competence and experience of key personnel of the Organization will be evaluated and marks will be awarded as per the laid down parameters in para B.3.5	30 marks Maximum
IV	Design of certified Green Building/ Campus for any Institutional work	Achievement of having designed a certified multi-storey building/group of certified buildings in a campus. (i) Platinum Rating (as per LEED) or GRIHA-V (as per Indian Standard) in Green Building Design - for each such work: 10 marks each. (ii) Gold Rating (as per LEED) or GRIHA-IV (as per Indian Standard) in Green Building Design - for each such work: 7.5 marks each. (iii) Silver Rating (as per LEED) or GRIHA-III (as per Indian Standard) in Green Building – for each such work: 5 marks each	10 marks maximum
V	Overall Experience (refer Annexure A, C and D)	List of all the completed works of any nature and not confined only to similar works as defined in this document since inception of firm needs will be evaluated as under: - each additional work of Rs 660 crore or built up area of 114000 sqm-5 marks	10 marks maximum
		Total	100 Marks maximum



B.3.3 To be considered for the next stage of Technical Bid i.e. Technical Bid Stage-II, a Bidder must secure at least sixty (60%) percent marks in aggregate in evaluation as per Table-1 given above, subject to the condition that the Bidder should score 50% marks in each of Sections– I, II & III of Table- 1 above. However, if the number of Bidders crossing the threshold of 60% marks in Technical Bid (Stage-I) is large, then Department reserves the right to restrict the maximum number of qualified Bidders as per the requirement.

B.3.4 The total marks obtained in Technical Bid Stage-I shall have 40% weightage in the overall score.

B.3.5 Marking Scheme for Organization Structure and Capability of the Bidder (Section-II of Table 1 of Clause B.3.2)

Sl. No.	Field of Specialization/ Personnel	Desired No. available with Bidder <u>exclusively</u>	Experience (Max. Marks)
1	Lead/ Senior Architect/ Team Leader	1	Mandatory requirement. Refer to Note (iii) below;
2	Architect	1	2.00 marks (minimum experience of 10years)
3.	Landscape Architect/ Consultant	1	3.00 marks (minimum experience of 10years)
4.	Urban Designer	1	1.00 marks (minimum experience of 10years)
5.	Interior Designer/ Consultant	1	3.00 marks (minimum experience of 10years)
6.	Structural Engineer/ Consultant	1	4.00 marks (minimum experience of 10 years)
7.	Electrical and Mechanical services and installations design consultant ESS, DG Set, UPS, Internal EI	1	3.00 marks (minimum experience of 10 years)
8.	Fire Fighting and Fire Alarm Expert/ Consultant	1	2.00 marks (minimum experience of 10 years)
9.	Medical/Hospital consultant	1	3.00 marks (minimum experience of 10 years)
10.	HVAC/ Mechanical Engineer	1	3.00 marks (minimum experience of 10 years)
11.	Public Health Engineer/ Water Supply Design Consultant	1	3.00 marks (minimum experience of 10 years)
12.	Environmental Design and Energy Consultant	1	2.00 marks (minimum experience of 08 years)
13.	Audio & Audio- Visual System Expert/ Consultant	1	1.00 marks (minimum experience of 08 years)
	Total		30 Maximum Marks



Note:

- (i) TDS certificates downloaded from TRACES (IT department website) to be submitted for in-house members only. No marks to be awarded for Sub-Consultant. Marks to be awarded for the officials for which Form16 [Not 16A] issued for financial year 2017-18 and still works with the firm (salary slip for the last year month is also required to be submitted)
- (ii) All the above specialist should possess degree in their respective fields. In case of diploma holders the experience should be 1.5 times of above.
- (iii) All the bidders are expected to have at least one Lead/ Senior Architect/ Team Leader who will be responsible for the overall designing and development of the project. This Lead/Senior Architect/ Team Leader will have minimum experience of 15 years and he/she will be assisted by the team as given in the Table above. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in Table 1 above.
- (iv) The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned /non-countersigned CVs shall be rejected. Digitalized signatures/ scanned copy of the signatures on CVs of the key personnel duly countersigned by authorized signatory of the lead consultant shall also be acceptable.
- (v) Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in Notice Inviting Bid.
- (vi) The personnel proposed should possess good working knowledge of English Language. All of the personnel proposed for the project should be under the permanent employment with firm(s) on the date of submission of the proposal. Necessary proof in this connection shall be submitted.
- (vii) In case a firm is proposing key personnel from educational / research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.

B.3.6 Even though a Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures submitted as per requirement.
- b) Record of poor performance such as abandoning project, not properly completing the assigned project, or financial failures/weaknesses etc.

B.4 PRESENTATION AND ITS EVALUATION CRITERIA (TECHNICAL BID STAGE-II)

B.4.1 Participation in Presentation

All the Bidders who secure overall 60% (sixty percent) marks along with 50% (fifty percent) in



Sections- I,II and III of evaluation of Technical Bid (Stage-I) as laid down in Section B.3 above will qualify for further evaluation in Technical Bid Stage-II. Bidders thus qualifying for Technical Bid (Stage-II) will be Invited to make a presentation before the Jury constituted by the Department.

Along with Design Proposal, a **multi-media presentation** is expected from the Bidders. The Bidders shall be required to make presentations of 30 minutes duration duly supported by computer generated 3D animations etc. The Bidders will present their conceptual understanding of the project in the form of a design proposal/ design scheme along with their vision on the planning of a Modern-State of the Art- Green Campus. The presentations will be made by the key resource person of the bidder firm.

B.4.2 Public exhibition and display of all proposals presented to the Jury

All presentations by the bidders in form of models, drawings, animations and in any other form will be available to CPWD for public exhibition and display. The venue and schedule of the proposed exhibition will be intimated to all bidders of the proposals presented to the Jury. In case Department decides to hold a media briefing, these bidders will also be requested to participate.

B.4.3 URBAN & ARCHITECTURE DESIGN

The Conceptual Design Scheme should aim to achieve a comprehensive urban design scheme along with detailed architectural designs for the new campus of AIIMS. Urban Design Proposal for the new campus should entail a comprehensive urban design strategy through an **Urban Design Structure and Services Plan for the entire campus** integrating the following relevant systems:

- a. **Functional Distribution and Activity Pattern**
(Highlighting the inter-disciplinary character of the hospital and Medical college)
- b. **Movement and Accessibility**
(Universal access for all spaces with special focus on pedestrian network within the campus encouraging walking and cycling. However, the campus should have good connectivity with public transit system through a defined vehicular network and parking facilities)
- c. **Open-space system**
(Integrated landscapes considering ecological processes within and adjoining the campus boundaries)
- d. **Built form system**
(Clearly articulating the morphological structure through typological variations, overall massing and volumetric disposition of built form within the campus)
- e. **Services and Infrastructural system**
(Efficiently dove-tailed with form and function considering sustainable practices throughout the campus)

In addition to the internal organization, the Urban Design scheme should clearly highlight the envisaged relationship of the proposed campus with its immediate surroundings as well as with the larger networks of the city. **The proposal would articulate a comprehensive set of development controls and architectural**



guidelines for architectural projects, open spaces and services of any kind in the campus.

The bidder is expected to detail out the following three zones in the design concept:

- 1. Detailing of a part of the Central facilities with one iconic building**
- 2. Any one of the Hospital or Academic Clusters**
- 3. A typical residential block along with student hostels**

The detailed architectural schemes should be able to demonstrate aesthetic appeal, experiential quality, building expression, use of innovative technology, structural design in terms of sensitivity to location, appropriate materials for construction, seismic factors and response to requirement of space. The final scheme (Urban Design and Architecture) should represent the nature of development envisaged for the proposed campus through relevant drawings, images, sketches etc.

B.4.4 Documents to be submitted for Presentation (Technical Bid Stage-II)

The bidder will submit the following documents at the time of presentation:

(i) A Detailed Report (bound in A-4 pages, along with a soft copy) containing Consultant visualization of the project, design proposal including features relevant to design scheme with sketches/3-D rendering to explain concepts and innovations, diagram of designed general functional arrangements showing inter- linkage/ distribution of activities at different levels, summary schedule of usable and gross areas expressed in metric system.

(ii) Drawings as given below and all the drawings will have a maximum A0 size (1140 mm× 840 mm):

1. Concept Sheet/s

2. Master/Lay out Plan (1:750): This shall indicate layout of buildings and necessary infrastructure as per CPWD/MoH&FW requirements along with corresponding sections.

3. System Plans (1:750)

Use and Activity- This shall indicate functional distribution within the campus.

Movement- This shall indicate details of vehicular and pedestrian movement, parking, and access to the buildings/blocks along with corresponding sections.

Open Space and Natural System- This shall indicate distribution and use of open spaces within the campus.

Built Form- This shall indicate formal and spatial distribution highlighting typological variations

Services and Infrastructure- This shall indicate infrastructure layouts as part of overall planning

Ecological and Environmental considerations of the Project- This shall indicate key aspects and details for a sustainable campus.

4. Landscape Plan 1:750 This shall indicate hard and soft areas, outdoor furniture, types of plantation, and other Landscaping element etc. along with corresponding sections.

5. Development Controls and Architectural character

6. Perspective / 3D views

7. Development Controls and Architectural guidelines as part of the overall Report (30 pages max.)



(iii) Drawings and Documents for the following:

1. Detailing of a part of the Central facilities with one iconic building
2. Any one of the academic clusters
3. A typical residential block along with student hostels List of Drawings for each of the above areas:

1. Concept Sheet/s
2. All Floor Plans 1:200
3. All Elevations 1:200
4. Two Sectional Elevations 1:200
5. Sections (Min 2) 1:200
6. Perspective / 3D Views
7. Energy and Environmental Considerations
8. Any other details

Note: The entire Design Proposal shall also be submitted in CD/DVD. All drawings submitted in CD/DVD shall be in '.dwg' format, readable in Auto CAD 2016.

B.4.5 Criteria for Evaluation by the Jury:

The Design Scheme/ Proposals and presentations by eligible Consultants will be assessed by a Jury constituted by the Department. Each presentation by Bidders will be judged by the Jury based on laid down criteria and marks will be allotted accordingly as per Table- 2 below:

TABLE-2

Sl. No.	Category	Description	Maximum Marks
I	Urban Design Scheme/ Master Plan Scheme	i. Urban Design Concept ii. Overall Landscape Plan with integration of open and built spaces iii. Site Planning: Optimum use and efficiency iv. Movement system articulation v. Development controls and Architectural guidelines	20
II	Environment and energy strategy	Energy efficiency parameters in terms of: i. Range and level of sustainability processes and environmental systems ii. Water conservation strategy iii. Waste management system	20



III	Architectural Design	Each detailed architectural scheme will be evaluated for: i. Functional efficiency (10) ii. Aesthetic Appeal & Experiential Quality(10) iii. Building expression and Innovative Technology(10) iv. Structural Design in terms of sensitivity to location, appropriate materials for construction and seismic factors. (10) v. Response to requirement of space(10) vi. Utility and Service Plan(10)	60
Total Marks			100

B.4.6 Only those Bidders who score a minimum of 70% (seventy percent) marks in aggregate subject to the condition that the Bidder should score 60% marks in each section of Table-2 above, will be qualified in Technical Bid (Stage- II). Financial Bids of only those bidders will be opened who qualify in Technical Bid Stage-II.

B.4.7 The total marks obtained in Technical Bid Stage-II shall have 30% weightage in the overall score.

(C) FINANCIAL BIDEVALUATION

Along with the online submission of Technical Bid, the Bidder will also submit his Financial Bid (through online mode only) quoting a lump sum fee in the pro-forma at Appendix-II based on the Scope of Comprehensive Consultancy Services (Chapter-6) detailed in this document.

C.1 Opening of Financial Bid

The Financial Bid of only those Bidders will be opened who qualify as per the above laid down evaluation criteria in both Technical Bid Stage-I and Technical Bid Stage-II. The Financial Bid will have 30% weightage in the overall evaluation. Bidders will be informed about the date and time of opening of Financial Bid. They may like to be present on such date and time.

C.2 Financial Scores

The lowest Financial Bid (F_M) will be given a Financial Score (S_F) of 100 points. The financial score (S_F) of other financial bids given by Bidders will be computed as per the following formula:

$$S_F = 100 \times F_M / F_O$$

Where, F_M = Lowest Financial Bid,

F_O = Financial Bids of other Bidders, S_F = Financial Score

The following example is included for clarification. Suppose 3 proposals are opened for Financial Bid which gave Rs. 120 (Bidder A), Rs. 100 (Bidder B) and Rs. 110 (Bidder C) as Financial Bid amounts. The proposals will thus be scored as under:

Proposal	Evaluated cost
A	Rs.120
B	Rs.100
C	Rs.110

Financial Scores of all the qualified Bidders eligible will be calculated in the following manner:

$$A: 100 \times 100 / 120 = 83$$



$$B: 100 \times 100 / 100 = 100$$

$$C: 100 \times 100 / 110 = 91$$

(D) OVERALL EVALUATION FOR SELECTION OF CONSULTANT

D.1 The final evaluation will consist of summation from the 3 components, i.e. (A) Technical Bid Stage-I, (B) Technical Bid Stage-II and the (C) Financial Bid combining to a total of Marks i.e. A+B+C.

D.2 In the final score, 40% weightage will be given for marks achieved in Technical Bid Stage-I (component A), 30% weightage will be given for marks achieved in Technical Bid Stage-II (component B) and 30% weightage will be given for marks achieved in Financial Bid (component C).

D.3 On the basis of the combined weighted score for Technical Bid Stage-I & II and Financial Bid, the qualified Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical Bid Stage-I & II and Financial Bid will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

D.4 In case more than 1 (One) Bidder has identical highest marks in the overall evaluation then such bidders will be asked to submit sealed revised financial offer in the form of letter mentioning amount but the revised amount of bid quoted should not be higher than the amount quoted at the time of submission of bid. The revised marks will be worked out on the basis of revised financial offers quoted by the Bidder.

D.5 Following is an example of the procedure to be followed.

As per the example *discussed* above in clause C.2, suppose, 3 proposals, A, B & C were received. **The qualified Bidders were awarded (75 and 70), (80 and 85) and (70 and 90) marks respectively for Technical Bid Stage-I and Technical Bid Stage-II.** All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening the qualified Bidders. The financial bids were evaluated thereafter as per **Clause (C)** and financial score are given. The combined evaluation, thereafter, will be as under:

Bidders	Marks (Technical Bid Stage-I)	Marks (Technical Bid Stage-II)	Score(Financial Bid)	Total Marks	Rank
A	$75 \times 0.40 = 30.0$	$70 \times 0.30 = 21.0$	$83 \times 0.30 = 24.9$	75.9	H 3
B	$80 \times 0.40 = 32.0$	$85 \times 0.30 = 25.5$	$100 \times 0.30 = 30.0$	87.5	H 1
C	$70 \times 0.40 = 28.0$	$90 \times 0.30 = 27$	$91 \times 0.30 = 27.3$	82.3	H 2

The above three proposals in the combined technical and financial evaluation are ranked as under:

Proposal A: 75.9 points. H3

Proposal B: 87.5 points H1

Proposal C: 82.3 points. H2

Proposal B, therefore, will be declared as winner of the selection procedure and recommended for negotiations/approval, to the competent authority.

D.6 CPWD is not bound to accept any or all the proposals submitted and reserve the right to reject all the proposals without any liability to the bidder(s).

(E) AWARD OF CONTRACT



The Contract will be awarded to the Bidder who obtains highest marks as informed by CPWD through a letter of acceptance of his offer.

After issue of such letter of acceptance, the successful Bidder shall have to furnish a performance guarantee for an amount to the extent of 5% (Five percent) of the contract amount within **15 Days** of issue of Letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 (seven) days on written request of the bidder stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. The work shall be awarded after receipt of performance guarantee. In case the successful Bidder does not submit Performance guarantee within stipulated time, the black listing case against the agency will be initiated in CPWD Tenders and the award of work will be cancelled.

The time period allowed for completion of the project will be 60 months (48 months for planning, designing and execution period and 12 months for defect liability period) and will be reckoned from the 10th day of the issue of letter of acceptance of the offer.

Remuneration received as per this contract will be subject to tax deductions at source at the rate as applicable at that point of time.

Formal agreement will be drawn by the **Executive Engineer, Srinagar Project Division, CPWD, Srinagar.**

- 4.2 Department reserves the right to accept any Bid or reject any or all the Bids without assigning any reasons and any liability whatsoever including financial liability. Department 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.



Chapter-9

General Condition of Contract



General Condition of Contract

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

- i. **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- ii. **APPLICANT / BIDDER:** Means the individual, proprietary firm, limited company etc. submitting their bid for participation in the process of selection of the Consultant through this RFP.
- iii. **"Personnel"** means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part thereof;
- iv. **"Party"** means the CPWD or the Consultant, as the case may be and parties mean both of them.
- v. **"Comprehensive Services"** means the work to be performed by the Consultant pursuant to this contract for the purpose of the project, as described in **Chapter-6**.
- vi. **"Sub Consultant"** means any entity to which the Consultant sub-contracts any part of the service in accordance with the provisions of Contract.
- vii. **"Parties"** means Department and Consultant, each one individually referred to as Party.
- viii. **"Third Party"** means any person or entity other than the Government, the CPWD, the Consultant or sub Consultant;
- ix. **"AIIMS"** means " Proposed All India Institute of Medical Sciences, Awantipora, Kashmir (J&K)
- x. **"Chief Engineer"** means the Chief Engineer, NZ-V, CPWD, Jammu or his successor in the Govt.
- xi. **"Engineer-in-charge"** means Executive Engineer, Srinagar Project Division or his successor in the Govt.
- xii. **"CPWD"** means Central Public Works Department, Govt. of India.
- xiii. **"Project"** shall mean the buildings, other facilities and allied works within the plot of AIIMS, Awantipora, Kashmir (J&K).
- xiv. **"Project Cost"** means the assessed cost of the Project excluding the cost of land, Comprehensive Services Consultant's fee.
- xv. **"YEAR"** Means "Financial Year" until and unless stated otherwise.
- xvi. **"Approved"** shall mean approval granted by the Engineer-in-Charge in writing or accepted by him for incorporation in the works.
- xvii. **"Employer"** means the Govt. of India acting through the Engineer-in-Charge of the Central Public Works Department.
- xviii. **"Department"** means Central Public Works Department, Govt. of India through Engineer-in-Charge until and unless stated otherwise.
- xix. **"Authorized Representative"** shall mean the representatives of "Department" 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.
- xx. **"Contract"** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client's Requirements, Consultant's Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- xxi. **"Day"** means calendar day.
- xxii. **"Consultant/Consultancy firm "** shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.



- xxiii. **“Government”** means the Government of India.
- xxiv. **“NIB” or “Notice Inviting Bid”** means the Notice Inviting Bids issued by Department which provides bidders with information needed to prepare their bids.
- xxv. **“Bids”** means the Technical and Financial Proposal submitted by the Bidder with the RFP
- xxvi. **“Project Monitoring Committee”** means the Committee set up by Department/MoH&FW for the purpose of Monitoring of progress of the Project
- xxvii. **“RFP”** means the Request for Proposal prepared by Department for the Selection of Consultants.
- xxviii. **“Services”** shall mean the services to be provided by the Consultant as per the scope of work for the Project
- xxix. **“Start of Work”** shall mean the date of commencement of works by the Consultant.
- xxx. **For the purpose of Form J (integrity Pact/Agreement), the words “Contractor”/ “Contractors” is synonymous with “Consultant” / “Consultants/Consultancy Firm”**
- xxxi. **MoH&FW** means **Minsitry of Health and Family Welfare, Govt. of India.**

Note: All times in this Document refer to Indian Standard Time (IST) [UTC + 05:30]

2.0 Interpretation

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and J&K State.

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 Services to be Performed

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

4.0 Drawings and Documents

All copyright and other proprietary rights in the Works shall vest and stand assigned to Department and Department shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by Department during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by Department to give effect to and secure the above mentioned rights of Department in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of Department and any such act without the permission of Department shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to Department on or before the cancellation of the selection



process shall become the property of Department and the Bidders shall have no claim on such documents/design.

5.0 Standards of Performance

5.1 General

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

Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from Design and Architectural defects and suitable for respective uses intended.

5.2 Liability of the Consultant

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

6 PERFORMANCE GUARANTEE

- i) The Consultant shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount as per proforma at Annexure-N in the form of Bank Guarantee in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance. **This period can be further extended by the Engineer-in-Charge at the written request of the consultant, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-charge, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount.** This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. in case a fixed deposit receipt of any Bank is furnished by the consultant to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.
- ii) The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. **After recording of the completion certificate for the consultancy work** by the competent authority, the performance guarantees shall be returned to the consultant, without any interest.
- iii) The Engineer-in-charge/CPWD shall not make a claim under the performance guarantee except for amounts to which PWD is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractors agreement) in the event of :
 - (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim full amount of the performance Guarantee.
 - (b) Failure by the consultant to pay CPWD any amount due, either as agreed by the consultant or



determined under any of the Clauses/conditions of the agreement, within **30 days** of the service of notice to this effect by Engineer-in-Charge

- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CPWD.

6.1 Forfeiture of Performance Guarantee

If the agency withdraws his offer or make any changes in his offer after award of consultancy work, 100 % of the performance guarantee will be forfeited by the CPWD.

Further, if the consultant does not start the work after award of work, the performance guarantee submitted by him/her will be forfeited by the PWD. In the above eventuality, the consultant will be debarred from participation in retendering process of this work. (Refer to Annexure-N for an undertaking to be submitted in this regard).

6.2 SECURITY DEPOSIT

An amount equivalent to 2.5% (two point five percent) of bill amount shall be deducted from each bill of different work of the consultant till a total Security Deposit equivalent to 2.5% of agreed fee is reached for fulfilling the terms and condition of contract faithfully and honestly. Such deductions will be made and held by Government by way of Security Deposit unless he/ they has/ have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the consultant to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forth with on demand furnished additional security to the government to make good the deficit.

The security deposit as deducted above can be released against bank guarantee issued a schedule bank, on its accumulation to a minimum of Rs. 5 Lakh subject to the condition that amount of such bank guarantee except last one, shall not be less than Rs. 5 Lakh.

The security deposit shall be refunded on completion of this contract. Before refund of security deposit, it will be ensured that extension of time, if any, for agreement of consultant is decided by the competent authority.

7.0 ABANDONMENT OF WORK

- 7.1 If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant as aforesaid, Department may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by Department subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement. In addition to this, Bank Guarantee for Performance Security/ Security deposit already recovered shall be forfeited. Department may make full use of all or any of the drawings prepared by the Consultant and proceed from the stage from where the Consultant left the work.

- 7.2 If at any time after acceptance of offer of consultancy, Department decides to abandon or reduce the scope of work for any reason whatsoever, Department shall give notice to the Consultant in writing to that effect and he shall act accordingly. The Consultant have no claim to any payment of compensation or otherwise whatsoever. The Consultant shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

8.0 Assignment Fees

Department shall pay to the Consultant, an Assignment fee of a sum of the quoted prices for



providing the services as required under the scope of work mentioned in the Contract Agreement. Payment shall be made as per terms described in Chapter-7

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

9.0 EXTENSION OF TIME

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

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

10.0 Variation Clause

Department shall have the right to request Consultant, in writing, to make any changes, modifications, and/or additions to Consultant's Scope of Work as defined in the RFP. 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 Department.

However, in case any additional facilities are required to be created beyond the Fitness of Purpose of the facilities and scope of the work as defined in this document, then additional fee shall be paid to the Consultant on a pro-rata basis for the area in excess of the allowable 10% variation over and above the total indicative area.

The work shall be awarded on lump-sum basis. Total tentative area for the facilities required to be set up is as listed in Chapter-4 of the RFP. The tentative area for the facilities required to be set up is as listed in Chapter-4 of the RFP i.e., 190000 sqm. This area is indicative. A variation of +10% on the Total Indicative area is permissible. In case the area is beyond the permissible variation then the Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional requirements.

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

Department reserves the right to reduce the facilities required to be created and in such a situation, the fee will be adjusted downward on pro-rata basis of the area reduced is more than 10% of the area mentioned above.

11 Insurance

11.1 Insurance by Consultant

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

11.2 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.

11.3 Any other insurance cover which may be required to be taken under the law or on any other account

12.0 Indemnity

12.1 **Without prejudice to any other remedy in the Contract,** Consultant shall hold harmless and indemnify Department and its agents, against any claims or liability because of personal injury or death of any employee of Consultant and arising out of or in consequence of the performance of this Agreement.

12.2 Department shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.

12.3 Consultant shall hold harmless and indemnify Department against any claim or liability arising in respect of:

12.3.1 Injury to or death of Consultant’s employees, agents and Project Implementation Agency or any other persons howsoever caused; and

12.4 The Consultant shall take out and maintain adequate insurance to cover its employees / contract workers etc. under Workman Compensation Act.

12.5 Department undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Consultant, Contractors, Sub-contractors, vendors and specialist/Contract employees associated with them for the Project.

13.0 Indemnity for Claim against Patents

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

14.0 Confidentiality

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

15.0 Force Majeure

15.1 Definition

- For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a



party or such party's sub Consultant or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.

- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

15.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

15.3 Measures to be taken

A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.

A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.

The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

15.4 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

16.0 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 inter alia customs, taxes, foreign exchange etc.

17.0 Contract Period

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

18.0 Conflict of Interest

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

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



- 18.3 **Conflicting activities;** A firm that has been engaged by Department 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.
- 18.4 **Conflicting assignment/job;** 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 Department. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Department 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.
- 18.5 **Conflicting relationships;** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of Department's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Department throughout the selection process and the execution of the Contract.

19 **Publication**

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

20 **Suspension & Termination**

(i) **Suspension**

The Engineer-in-Charge may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations 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) request the Consultant to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

(ii) **Termination of Contract**

The Engineer-in-Charge may, by not less than thirty (30) days of written notice of termination to the Consultant (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (i) of this condition, terminate this contract:

- (a) If the Consultant fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;



- (b) If Department considers that the performance of the Consultant is unsatisfactory or, not upto the expected standard, Department shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. Department shall have the option to terminate this Agreement by giving 30 days notice in writing to the Consultant, if Consultant fails to comply with the requisitions contained in the said written notice issued by Department.
- (c) Time is the essence of the Contract. Consultant shall be required for the commencement of Services under this agreement immediately after date of Letter of Award. If the Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless Department has extended the period for commencement of Services in writing.
- (d) If the Consultant become (or, if the Consultant consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (e) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;
- (f) if the consultant submits to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the CPWD/MoH&FW and which the consultant know to be false;
- (g) If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- (h) If the Consultant is in breach of any terms of agreement.
- (i) If as the result of force majeure, the Consultant is unable to perform a material portion of the services for a period of not less than thirty (30) days or
- (j) if the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract
- (k) If the owner decides to curtail or totally abandon the work, then payment to the consultant will be made up to stage of work completed.

When the Consultant has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- a) To determine or rescind the agreement.
- b) To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

On such determination/rescission of the agreement, the agreement, the security deposit already recovered and performance guarantee under this agreement shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(iii) Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

(iv) Cessation of Services



Upon termination of this Contract by notice pursuant to Contract Conditions No. 20(ii) hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Engineer-in-Charge, the Consultant shall proceed as provided, respectively, by Contract Conditions hereof.

(v) Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 20(ii) hereof, the Engineer-in-Charge shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the CPWD):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination

(vi) Forfeiture of Performance Guarantee & Security deposit upon termination of contract

In case, the agreement of consultant is terminated due to the default of the consultant, his Performance Guarantee and Security Deposit recovered so far shall be forfeited which shall be absolutely at the disposal of the CPWD.

(vii) Consequences of termination

In all cases of termination herein set forth, the obligation of Department 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.

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 Department on account of non-withdrawal from the site(s), shall be to the account of the Consultant.

(viii) Assignability

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

21. COMPENSATION /LIQUIDATED DAMAGES AND PENALTIES

The time allowed for carrying out the work shall be strictly observed by the consultant and shall be deemed to be the essence of the contract on the part of the consultant. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Consultant to complete the work within time schedule, as specified in the document or within the validity of extended time period, the consultant shall be liable for a compensation at the rate of 1% of agreed fee per month of delay to be computed on per day basis subject to maximum of ten percent of agreed fee shall be levied on the consultant. The decision of the Engineer-in-Charge of concerned project as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

21.1 Liquidated Damages

The detailed estimate for the work prepared by the consultant should be accurate. It is a term of the agreement that on completion of work, the final cost of work should not deviate more than 10% of the



estimate prepared by the consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the consultant is more than 10% or deviation of any individual item is more than 30%, then the consultant is liable to pay a compensation @ 2% of such deviation (beyond agreement quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the consultant. The decision whether the deviation are due to default of the consultant or due to genuine reason on account of authorized deviation by Engineer-in-Charge shall be final and binding on the consultant.

The detailed estimate prepared by the consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force Engineer-in-Charge to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the consultant. The decision of the Engineer-in-Charge with respect to missing items shall be final and binding on the consultant.

The compensation to be levied on consultant in different clause mentioned herein above is independent to compensation to be levied under other clauses.

22.0 FAIRNESS AND GOOD FAITH

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

b. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to clauses of this document.

c. Warning / Debarring

In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Consultant for minor deficiencies. In the case of major deficiencies in the Feasibility- cum-Preliminary Design Report causing adverse effect on reputation of the CPWD, other penal action including debarring the Consultant for certain period may also be initiated as per policy of CPWD.

23.0 SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works



or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in- Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer, CPWD in writing for written instruction or decision. Thereupon, the Superintending Engineer, CPWD shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

If the Superintending Engineer, CPWD fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Superintending Engineer, CPWD the consultant may, within 15 days of the receipt of Superintending Engineer, CPWD decision, appeal to the Chief Engineer, CPWD who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. Chief Engineer, CPWD shall give his decision within 30 days of receipt of consultant's appeal.

If the consultant is dissatisfied with the decision of the Chief Engineer, the consultant may within 30 days from receipt of the Chief Engineer, CPWD decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer, CPWD. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Consultant's appeal.

The constitution of the Dispute Redressal Committee (DRC) is as follows:-

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC.
A. <u>DRC for total claims more than Rs. 25 Lacs:</u>	ADG (NR)I
B. <u>DRC for total claims up to Rs. 25 Lacs:</u>	Chief Engineer(NZ-V)

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from receipt of the decision of the Dispute Redressal Committee (DRC) give notice to the Chief Engineer, for appointment of arbitrator on prescribed Performa as per **Annexure-P**, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief engineer, CPWD, in charge of the work

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it



was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by Chief Engineer of the appeal. It is also a term of this contract that no person, other than a person appointed by such Chief engineer, as aforesaid, should act as arbitrator and if for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iii) The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996) /Arbitration and Conciliation (Amendment) Act, 2015** or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds **Rs. 1, 00,000/-**, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on.
- (iv) the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

24.0 Foreclosure/ Part Foreclosure

If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the consultancy works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the consultant by not less than thirty (30) days and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge.

The Consultant shall be duly paid for the works carried out and services rendered till the date of termination.

25.0 Carrying out Part Work at Risk and Cost of Consultant.



If the consultant:

- (i) At any time makes default during currency of the contract or does not execute any part of the scope of work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the consultant which have either accrued or accrue thereafter to CPWD, by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the consultant's hands and shall have powers to:

- (a) Take possession of all the drawings, documents etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the consultant.

The Engineer-in-Charge shall determine the amount, if any, that is recoverable from the consultant for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the consultant. The liability of consultant on account of loss or damage suffered by CPWD because of action under this clause shall not exceed 10% of the tendered value of the work.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the consultant provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the CPWD are less than the amount payable to the consultant as determined by the Engineer- in-Charge for the work in question, the difference shall not be payable to the consultant.

Any excess expenditure incurred or to be incurred by CPWD in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the CPWD as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to CPWD in law or per as agreement be recovered from any money due to the consultant on any account, and if such money is insufficient, the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the Engineer-in-Charge, the consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the consultant.



Penalty for non-compliance of different clauses of contract

Sl. No.	Chapter and Para	Particular
1	Chapter-6 Para-22.1	<p>The Consultant will be required to deploy one full-time basis Lead Architect/Senior Architect at Srinagar/Awantipora, having adequate qualifications and experience of at least 8 years of work, during the entire period of construction from the date of start of construction work, for day to day resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The expenses for providing the Architect at site is included in the lump sum fee of the consultancy services of the Consultant and nothing extra shall be payable on this account.</p> <p>All tools and plants such as suitable computers, printers and plotters etc shall be provided by the consultant for his personnel at site office accommodation. The site office accommodation shall be provided by CPWD.</p> <p>A penalty of Rs. 1,00,000/- per month would be levied on non-deployment of Lead Architect/Senior Architect.</p>
2	Chapter-6 Para-22.1	<p>The consultant shall submit a list of all sub-consultants (3 each for each item in the scope of work) they intend to appoint within 21 days of date of start of consultancy work and submit the same for the approval of Engineer-in-Charge. A penalty of Rs. 5,000/- per day would be levied for each day's delay in submitting such a list for each item of work after 21 days of date of start of consultancy work.</p>
3	Chapter-6 Para-24	<p>Within 15 days of award of work, the consultant shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract, all target dates such as appointment of sub-consultants, target dates of submission of concept drawings/detailed drawings for each item of work in scope, target dates for various approvals from local bodies/statutory bodies, submission of BOQs/tender documents for various items of work etc.. A penalty of Rs. 30,000/- per days delay will be levied for non-submission of such a plan of work within 15 days of award of work.</p>

Note: The compensation to be levied as per above clauses on the Consultant are leviable independently of each other. The above penalties do not preclude any action by the Engineer-in-Charge under any other clause(s) of this agreement and are levied without prejudice to any such action under any other clause/ clauses of the agreement.

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.

26.0 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 Srinagar 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.



27.0 Notices

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

28.0 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.

29.0 Consultant's action requiring Department's prior approval.

Consultant shall obtain Department's prior approval before taking any actions wherever required.

30.0 Consultants' Personnel

30.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

30.2 Description of Personnel

- 30.2.1** The titles, job descriptions, minimum qualification, and estimated periods of engagement in carrying out of the services of each of the consultant's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.
- 30.2.2** If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the Consultant by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.
- 30.2.3** If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the consultant.



30.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Engineer-in-Charge for review and approval a copy of their biographical data. If the Engineer-in-Charge does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Engineer-in-Charge.

30.4 Removal and/or Replacement of Personnel

30.4.1 Except as Department may otherwise agree, no changes shall be made in the Key Resource Personnel as mentioned in Chapter-8 of RFP. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Resource Personnel as mentioned in Chapter-8 of RFP, the Consultant shall provide as a replacement a person of equivalent or better qualifications and experience, with approval of Department.

30.4.2 If Department finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Department's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to Department.

30.4.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

31.0 NUMBER OF DOCUMENTS AND COPY RIGHT

31.1 All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. The Consultant shall supply 10 (ten) sets and 1 (one) soft copy of each of working drawing to Department. 5 (five) sets of drawings will be supplied in A0 size and 5 (five) sets in A3 size. Drawings shall be prepared on CAD. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of Department.

31.2 The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except Department and / or his authorized representative.

32.0 GENERAL

32.1 The Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.

32.2 Department will have the liberty to supervise and inspect the work of Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.



- 32.3 All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices.
- 32.4 The Consultant shall render full assistance, guidance and advise in general to Department on any matter concerning the technical aspects of the project
- 32.5 The Consultant shall promptly notify Department of any change in the Constitution of his firm. It shall be open to Department to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to Department. But until its termination by Department as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 32.6 The Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Consultant and give related advice regarding the project.
- 32.7 The professional fees of the Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in Chapter -7of the RFP.
- 32.8 Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 32.9 The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 32.10 Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 32.11 The Architecture Work cannot be outsourced. However, the Consultant may outsource the other works to Domain Specialists. **Provided further that the relevant past experience of the individual Lead Domain Specialists proposed to be deployed for this assignment, shall not be less than 15 years in their respective field.**
- However, the Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared.
The Consultant shall inform Department about the name, professional qualifications and experience of Domain Specialists (individuals/agencies) to be engaged by him.
- 32.12 The Consultant shall be responsible for technical soundness of the services rendered by him and/or **the domain specialist/agencies engaged by the Consultant.**
- 32.13 It shall be responsibility of the Consultant and his **domain specialists** to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 32.14 The Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.

32.15 The drawings, design, related details, and specifications prepared and acquired by the Consultant for ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) AT AWANTIPORA, KASHMIR RFP PAGE- 96
Correction- Nil Insertion- Nil Deletion- Nil

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EE(P)



the work entrusted to him under this agreement shall become the property of Department. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Consultant for any other project without the prior permission of Department.

- 32.16 The Consultant shall not assign, sub-let, transfer any obligation or right of the Consultant under this agreement without the written consent of Department.
- 32.17 **Without prejudice to any other remedy available in the Contract, the** Consultant shall indemnify and keep indemnified the **Department** against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by Department in defending themselves against such claims.



CHAPTER-10

AGREEMENT

The agreement made this _____ day of _____ Two Thousand Seventeen between the Executive Engineer, Srinagar Project Division, Central Public Works Department (CPWD), Government of India and _____

_____ (name of consultant) on the other hand, hereinafter known as the Consultant, which includes its authorized representatives, and legal heirs, for the work **“Providing Comprehensive Consultancy Services for Planning, Designing & Development of New Campus of AIIMS at Awantipora, Kashmir (J&K)”** at tendered amount of Rs..... (Rupees.....)

And whereas the CPWD has invited the Bids from eligible Consultants fulfilling the eligibility criteria for providing comprehensive consultancy services for implementation of the aforementioned Project and whereas the CPWD has accepted the offer of the consultant on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Press Notice(**Chapter-1**)
 - (b) Notice Inviting bid for Comprehensive Consultancy Services (**Chapter-2**)
 - (c) Information and Instructions for Bidders for E-Tendering and Submission of Documents(**Chapter-3**)
 - (d) Introduction- AIIMS at Awantipora, Kashmir (J&K) (**Chapter-4**)
 - (e) The Site(**Chapter-5**)
 - (f) Scope of Comprehensive Consultancy Services (**Chapter-6**)
 - (g) Fee for Comprehensive Consultancy Services (**Chapter-7**)
 - (h) Technical Bid Stage-I & Presentation (Technical Bid Stage-II)- Process and Evaluation(**Chapter-8**)
 - (i) Conditions of Contract(**Chapter-9**)
 - (j) Agreement (**Chapter-10**)
 - (k) Financial Proposal and Abstract of Consultancy Fee(**Annexure-L & Appendix-II**)
 - (l) Any other document like minutes of the pre-bid meeting, letter of extension of validity of offer, etc (to be decided at the time of award)



1. In consideration of the fee to be paid by the CPWD to the Consultant as agreed to between the parties, the consultant hereby covenants with the CPWD to provide the consultancy services in conformity in all respect with the provision of this contract.
2. The CPWD hereby covenants to pay the consultancy in consideration of the provision of consultancy services the contract fee at times and in the manner prescribed by the contract.

CONSULTANT

Executive Engineer,
Srinagar Project Division,
CPWD, Srinagar.

WITNESS

1.

2.



APPENDIX- I

TECHNICAL PROPOSAL



Annexure - A

DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects used in this document during the last 10 years)

SI. No.	Name of project & location	Owner or sponsoring organization	Cost of project in crores/ Total Built Area of the project (excluding basement etc.)	Date of commencement as per contract.	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder



Annexure - B

PROJECTS UNDER EXECUTION OR AWARDED

SI. No	Name of Project & location	Owner or sponsoring organization	Cost In crore/ Total Built Area of the project (excludi	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress / if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder

AE(P)

EE(P)



Annexure - C

LIST OF OVERALL MAJOR/IMPORTANT PROJECTS DESIGNED BY THE FIRM SINCE INCEPTION

SI. No	Name of Project & location	Owner or sponsor of project	Cost of Project in crores/ Total Built Area of the	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Bidder



Annexure - D

PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE-A AND ANNEXURE-C

FORMAT OF WORK EXPERIENCE CERTIFICATE (issued by Client)

01.	Name of Agency		
02.	Name of Client & Address		
03.	Name of work / Project & Location		
04.	Agreement No.		
05.	Scope of work / services provided	Scope	Service provided (Yes/No)
		Architecture Design	
		Structure Design	
		MEP Design	
		Quantity Survey	
06.	Whether Work is physically completed at site	YES / NO	
07.	Date of Start		
08.	Date of physical completion of all work at site :		
	i) Stipulated date of completion		
	ii) Actual date of completion		
09.	Amount of compensation levied for delayed completion, if any		
10.	i) General /Super-specialty/ Multi-specialty hospital		
	ii) No of Beds in Hospital		
	iii) Teaching Facility if applicable (how many admissions per year)		
11.	Cost of Project:		
12.	Built up area of the project excluding basement:		
13.	Overall Performance Report:	(Satisfactory / Not Satisfactory)	
14.	Name of Associated firms & Services provided by them, if any	Name of Firm	Service provided

Dated : _____ Signature :
 Name : _____
 Designation : _____
 Contact No. : _____



Annexure - E

ORGANISATIONAL DESCRIPTION AND DETAILS

- (1) Name & Address of the Bidder with Telephone No./Fax No.
- (2) Firm Inception Details
 - a) Year of Establishment
 - b) Date & year of commencement of practice
- (3) Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
- (4) Particulars of registration with various Government bodies (attach attested photo-copy)
Organization/Place of registration/Registration No.
 - a)
 - b)
- (5) Names and Titles of Directors & Officers with designation to be concerned with this project.
- (6) Designation of individuals authorized to act for the organization.
- (7) Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law?
If so, give details.
- (8) In which field of Consultancy the Bidder has specialization? List the specialization areas for which the firm has in-house capability?
- (9) Any other information considered necessary but not included above.

Signature of Bidder



Annexure – F

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT (List the personnel available in organization of bidder)

S.No.	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder

(Note: After award of contract, CPWD expect all of the proposed key personnel to be available during implementation of the contract. The CPWD will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 25 percent of key personnel (considering equal weightage for each key personnel) and that too by only equally or better qualified and experienced personnel.)



Annexure – G

DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED TO BE APPOINTED BY THE BIDDER

Sl. NO.	Name of Discipline	Details of Discipline	Role in this project	Remarks
1	2	3	4	5

Signature of Bidder



Annexure-H

DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED FOR THIS PROJECT (List the personnel available with Sub-Consultants associated with bidder)

S.NO	Name	Qualification	Designation	Details of Experience	Role in this project	Remarks
1	2	3	4	5	6	7

Signature of Bidder



Annexure - I

FORM -- Financial Capacity of the Bidder

(Rs. In lacs)/ US dollars

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

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

Certificate from the Statutory Auditors

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

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

Notwithstanding anything stated above or elsewhere in the document, Department reserves the



right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.
 This information will have to be furnished by each member of a consortium individually.

Annexure-J

Undertaking: Integrity Pact	PWD
------------------------------------	------------

INTEGRITY PACT

To,

Sub: NIT No. for the work

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer



To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of CPWD.

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,
(Name of Division)
CPWD, (Hereinafter referred as the
(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract
for.....
(Name of work)

hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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



Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - iii. The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.



- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).



Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- b. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- c. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.



- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



Annexure-K

Curriculum Vitae (CV) for each staff member (To be deployed on the Project)

Proposed Position on this work: _____

Name of Firm: _____

Name of staff: _____

Nationality: _____

Profession: _____

Year with the Firm: _____

Details of tasks Assigned: _____

Qualification:

(Summarize College/ University and other specialized education of staff member giving names of college/ institution, year of passing and degree obtained in about Quarter of a page)

Language:

(Include proficiency in speaking, reading and writing each language by a degree of (Excellent/Good /Fair or Poor)

Employment Record & Present Commitments:

(Starting with present position, list in reversed order, and every employment held since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in last ten years, also give type of activities performed and references, where appropriate. The information to be provided will include the position, commitment in man-days for this project along with all other ongoing projects, project brief including location, cost, duration of assignment & current status etc.)

Particular Experience under this heading: Give outline of staff member's experience and training pertinent to this work. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations in addition academic qualifications (in about half a page)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day/Month/Year: _____

Signature of staff member: _____

Authorized Official from the firm: _____

Note:

(i) Please attach proposed "Work Program" and time schedule for technical personal for all ongoing projects including this project in man-days.

(ii) The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. **The each CV**



will be countersigned by the authorized signatory of the bidder firm in blue ink.

ANNEXURE-L

CONFIRMATION FOR SUBMISSION FINANCIAL BID

To:

Executive Engineer,
Srinagar Project Division,
Srinagar.

Subject: Comprehensive Consultancy Services for Planning, Designing and Development of the Proposed All India Institute of Medical Sciences at Awantipora, Kashmir (J&K).

Sir

I/We _____ Consultant have uploaded financial bid for the evaluation of our firm as Consultant for above work as per the scope of work given under terms of reference.

Yours faithfully,

Signature

Full Name _____
Designation _____
Address _____
Tele Nos: (O) _____ (R) _____
E-mail: _____
Fax No: _____

(Authorized Representative of the Consultant)



Annexure-M

UNDERTAKING

I/We have read and examined the **Technical Bid (Stage-I & II) and Financial Bid** documents.

I/We hereby tender for the execution of the work: **Providing Comprehensive Consultancy Services for Planning, Designing & Development of New Campus of AIIMS, Awantipora, Kashmir (J&K)** within the specified time frame for various activities in all respects and as per terms and condition of agreement and as per instruction given by Engineer-in-Charge (CPWD).

We agree to keep the tender open for **60 (sixty) days** from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said CPWD or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said money absolutely. Further, If I/We fail to commence work as specified, I/WE agree that the said CPWD or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated -----

Signature of Consultants

Postal Address

Witness:

Address:

Occupation



Annexure-N

PROFORMA FOR PERFORMANCE GUARANTEE (BANK GUARANTEE BOND)

In consideration of the having offered to accept the terms and conditions of the proposed agreement between CPWD and (Hereinafter called the said Consultant(s) for the work (Hereafter called the said agreement) having agreed to production of a irrevocable bank guarantee for Rs. (Rs. only) as a security/ guarantee from the contractors (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (Hereinafter referred to as the Bank) hereby (indicate the name of the bank) undertake to pay to the CPWD an amount not exceeding Rs..... only on demand by the PWD.
2. We do hereby undertake to pay the amounts due (indicate the name of the bank) and payable under this guarantee without any demure, merely on a demand from the PWD stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs.....only)
3. We, the said bank further undertake to pay to the CPWD any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making suchpayment.
4. We _____ further agree that the guarantee herein (indicate the name of the bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the PWD under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the CPWD certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges this guarantee.
5. We _____(indicate the name of the bank)_____ further agree with the CPWD that the CPWD shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CPWD against the said Consultant(s) and to forbear or



enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the

CPWD or any indulgence by the CPWD to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the Consultant(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this Guarantee except with the previous consent of the CPWD in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by PWD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees _____ only) and unless a claim in writing is lodged with us within Six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

9. Dated the _____ day of _____ for
 _____ (Indicate the name of bank) Dated: _____

Signed for and behalf of the Consultant /Firm

Witnesses:

(Authorized signature of the firm)

1. -----

(Name and Address)

2. -----

(Name and Address)



Annexure-O

NOTICE FOR APPOINTMENT OF ARBITRATOR

To,
The Chief Engineer
North Zone V,CPWD
Satwari Cantt,
Jammu(J&K).

Dear Sir,

In terms of Arbitration clause of the agreement, particulars of which are given below, I /we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of Bidder
2. Whether Bidder is Individual/ Prop. Firm/ Partnership Firm/Ltd. Co
3. Full address of the Bidder
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision.
18. Date of appeal to you.
19. Date of receipt of your decision.

Specimen signature of the Bidder (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims. 2.
- 3.

Yours faithfully, (Signature)

Copy in duplicate to: The Executive Engineer, Srinagar Project Division, CPWD, Srinagar.



Form Q-Format for Power of Attorney for authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr/ Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences at Awantipora, Kashmir (J&K) including signing and submission of all documents and providing information/responses to CPWD representing us in all matters before CPWD, and generally dealing with CPWD in all matters in connection with our Bid for the said Project.

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

Dated this theDay of2017

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

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- This Power of Attorney should be provided on no judicial stamp paper duly notarized of appropriate value.



Form R- Format for Declaration of the Lead Member

WHEREAS **Executive Engineer, Srinagar Project Division** has invited Bids/Bids from the interested parties for providing Comprehensive Planning and Designing of the Proposed All India Institute of Medical Sciences Awantipora, Kashmir (J&K).

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

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

NOW THIS DELARATION WITNESSETH THAT;

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

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

Dated this theDay of2017

..... (Executants)

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

Note:

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



AFFIDAVIT TO BE SUBMITTED BY BIDDER

To,

Executive Engineer,
Srinagar Project Division,
CPWD, Srinagar.

I/We undertake and confirm that

- a. We have never been convicted by a Court of Law in the past.
- b. We are not misleading or submitted false representations in the forms, statements and attachments submitted with the bid.
- c. We have not submitted more than one bid for this work.

Further that, if such a violation comes to the notice of the Department, then I / we shall be debarred from tendering in future forever. Also, if such a violation comes to the notice of CPWD/ Institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly Authorized signatory of the bidder)



APPENDIX- II

FINANCIAL OFFER