

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

**As**

**Executing Agency of**

**Banaras Hindu University (BHU)**

**Invites Request for Proposal**

**(RFP)**

**For**

**“Appointment of Consultant for Preparation of Master Plan and Concept Designs and Detailed Project Reports for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)”**

**RFP Document**

Volume – I

Volume – II

Volume – III



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

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

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

## TABLE OF CONTENT

Sr. No.	Items	Page No.
	<b>Volume-I</b>	
1.	Press Notice & Detailed Notice Inviting (RFP)	2
2.	Disclaimer	4
3.	Definitions	5
4.	Section-1(Detailed Notice Inviting Request for Proposal)	7
5.	Section-2 (Instructions to Bidder)	15
6.	Section-3 ( Scope of Work & Terms of Payment )	28
7.	Section-4(Evaluation Process & Criteria)	42
	<b>FORMATS &amp; ANNEXURES</b>	
8.	Form-A Form of Bid	51
9.	Form-B (Format of Bid Security)	54
10.	Form-C (Format of Performance Security)	56
11.	Form-D (For Power of Attorney)	58
12.	Form-F (Form of Contract Agreement)	59
13.	Integrity Pact	61
14.	Integrity Agreement	62
15.	Appendix-1 (Formats for Technical Bid)	67
16.	Proposed Sites/Site Plan	79
	<b>Volume-II (General Conditions of Contract)</b>	82
	<b>Volume-III (Financial Bid (To be submitted online)</b>	97

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

**As**

**Executing Agency of**

**Banaras Hindu University (BHU)**

**Invites Request for Proposal (RFP)**

**For**

**“Appointment of Consultant for Preparation of Master Plan & Concept Designs and Detailed Project Reports for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)”**

**RFP DOCUMENT: VOLUME – I**

**Section 1-Notice Inviting Bid**

**Section-2-Instruction to Bidders**

**Section-3-Scope of Work & Terms of Payment**

**Section-4-Evaluation Process & Criteria**



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

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

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

**HLL INFRA TECH SERVICES LTD. (HITES)**  
**As**  
**Executing Agency of**  
**Banaras Hindu University (BHU), Varanasi**  
**NOTICE INVITING**  
**REQUEST FOR PROPOSAL (RFP)**

No. HITES/IDN/RFP-NCA-BHU/2023

Dated 09.10.2023

HLL Infra Tech Services Ltd. (HITES) as Executing Agency of BHU Varanasi, invites online RFP from eligible Architect (s) / Architectural Firms for Architectural & Engineering Consultancy Services Preparation of Master Plan & Concept Designs and Detailed Project Report for setting up of National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.) in line with the scope of work of Architectural Consultant.

The prospective bidders may download RFP document from the e-tender portal <https://etenders.gov.in/eprocure/app>. and [www.hllhites.com](http://www.hllhites.com). The last date of submission of RFP is 16.10.2023 at 11.30 Hrs.

Corrigendum's / Amendments, if any issued subsequently, will be notified in the above website only.

Vice President (ID)  
HLL Infra Tech Services Ltd

## **DISCLAIMER**

HLL Infra Tech Services Ltd. (HITES) has prepared this “Request for Proposal” (RFP) document as Executing Agency of BHU, Varanasi, for this project. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.

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

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

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

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

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

## DEFINITIONS

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

1. **“Project”** shall mean Preparation of Master Plan & Concept Designs and Detailed Project Reports in line with the scope of work of Architectural Consultant.
2. **“RFP”** shall mean this Request for Proposal and shall have the same meaning as Notice Inviting Bid (NIB) / Notice Inviting Tender (NIT).
3. **“Site”** shall mean the place where the institute for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP. Institute may be located on one or more parcel(s) of land.
4. **“Assignment Fee”** shall mean the fee to be paid by HITES to the **Architectural Consultant** for providing the services for the Project as per the scope of works mentioned in the Contract.
5. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP.
6. **“Bidder (s)”** shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the RFP.
7. **“Client”** shall mean **BHU, Varanasi**
8. **“HITES”** shall mean **HLL Infra Tech Services Ltd.** (Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise) having its office at B-14A, Sector – 62, NOIDA (UP) -201307 who has been appointed by Banaras Hindu University (BHU) as Executing Agency for this project and who will supervise the work of Architectural Consultant for which this RFP has been invited.
9. **“Architect(s)/Architectural Firms”** shall have the same meaning as Successful Bidder /Tenderer/ Architectural consultant and with whom the Contract Agreement has been signed.
10. **“Scope of Work” /“Client's Requirements”** means the document named Scope of Work, attached in the Volume III of RFP.
11. **“Evaluation Committee”** shall mean the committee constituted by HITES / Client for the evaluation of the bids.
12. **“Tender Processing Fee”** shall mean the amount to be paid by the Bidders with the Bid. **“Tender Processing Fee”** is synonymous with **“Cost of RFP Documents”**
13. **“Bid Security” or “Earnest Money Deposit”** shall mean the amount to be deposited by the Bidders with the Bid.
14. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
15. **“LOA”/“Letter of Award”** shall mean the letter issued by HITES to the Successful Bidder inviting him to sign the Contract Agreement.
16. **“Start of Work”** shall mean the date of commencement of works by the Architectural Consultant as defined in Notice Inviting Bid.
17. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for Architectural & Engineering Consultancy Services

for the project.

18. **“Performance Security”** shall mean the amount to be paid by the Successful Bidder for satisfactory performance of the Consultancy Services as per Terms & Conditions of the Contract.

**SECTION-1**

**DETAILED NOTICE INVITING**

**‘REQUEST FOR PROPOSAL (RFP)’**

No. HITES/IDN/RFP-NCA-BHU/2023

Dated 09.10.2023

- 1.1 HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Banaras Hindu University (BHU) for this project, invites Request for Proposal (RFP) on percentage fees basis from eligible Architect(s)/Architectural Firms for the Architectural & Engineering Consultancy Services for Preparation of Master Plan & Concept Designs and Detailed Project Report for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)

1.2

Bidding Document No.	HITES/IDN/RFP-NCA-BHU/2023
Name of the work	Preparation of Master Plan & Concept Designs and Detailed Project Report for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)
Client/Owner	BHU, Varanasi
Brief Scope of Work	Preparation of Master Plan & Concept Designs and Detailed Project Report in line with the scope of work of Architectural Consultant.
Estimated Cost of Project	Rs.102.00 Cr (approx.)
Estimated Consultancy Fee	Rs. 0.20 Cr
Bid security/Earnest Money Deposit	Rs. 41,000.00
Time for Completion of work	6 (Six) Months or till receipt of all statutory approvals & clearances required up to commencement of construction work.
Non-refundable cost of tender / Biddocument	Rs.10,000/- + GST @ 18% *in the shape of DD/PO in favour of HLL Infra Tech Services Ltd.payable at Noida.
Bank details for preparation of BG	Bank Details of HITES (For the purpose of BG) Name of Beneficiary: HLL Infra Tech Services Ltd. <b>Bank: HDFC Bank Limited, Sector-18, Noida</b> <b>Current Account No.:</b>



	<b>57500000119955</b> <b>IFSC Code: HDFC0000088</b>
Issue of RFP document	Documents shall be available online at CPP Portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
Last date for submission of queries	11.10.2023 at 15.00 Hrs.
Pre Bid Conference	12.10.2023 at 11.30 Hrs.
Last Date & time of Submission of online Bids (Bid due date)	16.10.2023 at 11.30 Hrs.
Date & time of opening of Bids	17.10.2023 at 11.30Hrs
Dates for Bidders to make presentations to the Evaluation Committee	To be intimated later.
Date and time of submission of Performance security	7 days from issue of LOA
Date and Time of signing Contract Agreement	15 days from issue of LOA
Commencement of work	From the date of issue of Letter of Award
Bid Validity	120 days from the last date of submission of bid or any extension thereof.
Obtaining GRIHA	Required at least 3 Star
Address for Communication	<b>Vice President (ID)</b> , HLL Infra Tech Services Ltd. B-14A, sector 62, Noida (UP).

The tender document can be downloaded from the websites <https://hllhites.com> and <https://etenders.gov.in/eprocure/app> “Corrigendum, if any, would appear only on the above web site and not be published”.

**Note:** Earnest Money Deposit and Cost of tender / Bid document is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Central Purchase Organization or the concerned Ministry of Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP).

### 1.3 Significant Points

1.3.1 RFP document consists of:

Volume – I

- Section 1-Notice Inviting Bid (NIB)
- Section-2-Instruction to Bidders (ITB)
- Section-3- Scope of Work & Terms of Payment
- Section-4-Evaluation Process & Criteria

Volume – II

- General Conditions of Contract (GCC)

Volume – III

- Financial Bid

1.3.2 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in the “Instructions to Bidders” shall be

considered as non-responsive and shall be summarily rejected.

1.3.3 HITES reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against HITES for rejection of their Bid.

#### **1.4 Minimum Eligibility Criteria:**

The interested bidders should meet the following minimum eligibility criteria:

##### **1.4.1 Work Experience:**

- i) The bidder should have an experience of minimum 3 years in the same name and style in the field of providing Architectural & Engineering Consultancy services ending initial stipulated last date of submission of tenders.
- ii) Experience of having provided Architectural & Engineering Consultancy services including preparation of DPR for successfully completed similar works during the last 7 years ending initial stipulated last date of submission of tenders:-
  - a. Three similar works each costing not less than Rs. 40.80 Crore of the estimated cost of the project  
OR
  - b. Two similar works each costing not less than Rs. 51 Crore of the estimated cost of the project  
OR
  - c. One similar work costing not less than Rs. 81.60 Crore of the estimated cost of the project.

“Similar works” shall mean Preparation of Master Plan & Concept Designs of following:

One 200 bedded Super-Specialty/ Multi-Specialty Hospital in India.

- iii) The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is of Private sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of work will be considered commensurate with the value of fee received as per TDS Certificates compared to agreed consultancy fee with client.
- iv) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of initial stipulated last date of submission of Request for Proposal as per NIT.
- v) Joint-venture / consortium of firms / companies and foreign bidders are not eligible to quote for the tenders.
- vi) The bidders submitting experience certificate for the works done in joint venture (JV)/consortium with other firms/companies, their proportionate experience to the extent of its share in the JV/consortium or work done by them shall only be allowed on submitting the valid proof of their share/

work done.

vii) Certificates in the name of other companies:

**a. Certificates of Subsidiary/Group Companies:**

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company/Own works, shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

**b. Merger/ Acquisition of Companies:**

In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past work experience and Financial parameters of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged / acquired companies / firms.

**1.4.2 Financial Strength:**

- (a) **Turnover:** Average annual financial turnover should be at least Rs. 2.4 Crore during the immediate last three consecutive financial year ending 2022-23.
  - (b) The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last Five years to be submitted.
  - (c) The multiplication factor of 7% per annum simple rate is applicable on the Annual financial turnover figures. This should be duly certified by the Chartered Accountant.
  - (d) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in last Five years ending FY 2022-23. This should be duly certified by the Chartered Accountant.
  - (e) The bidders are required to upload page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for immediate last Five years.
- 1.5 The intending tenderer (s) must read the terms and conditions of this RFP document carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 1.6 Information and Instructions for tenderers posted on website shall form part of bid document.
- 1.7 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://hllhites.com> or <https://etenders.gov.in/eprocure/app> free of cost.
- 1.8 The intending tenderer (s) must have valid class-III digital signature to submit the bid.

- 1.9 On opening date, the Architect(s)/Architectural Firms can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 1.10 Architect(s)/Architectural Firms should upload documents in PDF format.
- 1.11 Architect(s)/Architectural Firms must ensure to quote rate in percentage. The rate shall be quoted up to 2 (two) Decimals.
- 1.12 If any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO) and the bid submitted by him shall be categorized as unresponsive and be ignored.
- 1.13 Notwithstanding anything stated above, HITES reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of HITES.
- 1.14 The Architect(s)/Architectural Firms is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 1.15 Architect(s) / Architectural Firms have to give Design concept presentation on the basis of the available data and after collecting information regarding site details, plot area, local heritage, plot connectivity with main road/rail/air, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.
- 1.16 HITES reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
- 1.17 Integrity Pact as per Annexure-III under Section-6 (For all contracts having estimated consulting fees valuing Rs. 50.00 Crores and above):

Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.

#### **1.18 Independent External Monitors**

- (i) In respect of this consultancy assignment, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.
- (ii) The Independent External Monitor(s) (IEMs) have been appointed by HITES, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts.
- (iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between HITES and Architect(s)/Architectural Firms.
- (iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of HITES including that provided by the Architect(s)/Architectural Firms. The Architect(s)/Architectural Firms will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his Project Documentations. The same is applicable to Sub-consultants. The IEM(s) is under contractual obligation to treat the information and documents of the Bidder / Architect(s)/ Architectural Firms/ Sub-Consultants etc. with confidentiality.

#### **1.19 Earnest Money Deposit:**

Earnest Money Deposit of amount as mentioned in “NIT of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of HITES from any of the Scheduled Commercial Banks in India. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any of the Scheduled Commercial Banks in India. EMD shall be submitted in the prescribed Performa.

The EMD shall be valid for a minimum period of 180 (One Hundred Eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of HITES.

#### **1.20 List of Documents to be scanned, and uploaded on the e-tender website within the period of bid submission:**

- a. Demand Draft/ Pay Order or Banker’s Cheque or Bank Guarantee of any Scheduled Commercial Bank against EMD (Form-B).
- b. Demand Draft/Pay order or Banker’s Cheque of any Scheduled Commercial Bank towards cost of Bid Document.
- c. Form of Bid- (Form A)
- d. Power of attorney for person authorized for signing /submitting the RFP (Form D)
- e. Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)
- f. Copy of Initialed RFP Documents
- g. Documentation of Experience of successfully completing projects of similar nature in the form T-I(A).
- h. Details of Healthcare Projects completed in the Last Seven Years meeting the eligibility criteria as per Clause 2.2 in the form T-1(B)
- i. Performance Report certificate issued by client T-1(C)
- j. Financial Information in Form T-I(D).
- k. Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)
- l. Corrigendum / Addendum / Other documents, if any
- m. Annexure-I: Affidavit dully notarized by notary public on Non-Judicial stamp paper of Rs. 100 for correctness of document/information.
- n. Annexure-II: Unconditional letter of acceptance of tender conditions (in original) (duly signed on letter head of the applicant/ bidder).

#### **NOTE:**

- (1) The documents i.e. Cost of bid document, Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Scheduled Commercial Bank

against EMD, Unconditional letter of acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information) are required to be submitted in original in hard copy also within the period of Bid submission.

- (2) In case of non-submission of Cost of Bid document and/or Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Scheduled Commercial Bank against EMD , the bid shall be rejected out rightly without seeking any further clarification
  - (3) Unconditional Letter Of Acceptance duly signed on letter head, Notarized Affidavit for correctness of document/information are mandatory documents and are need to be checked carefully for its correctness (strictly as per prescribed format) before submission of bid. The bid shall be rejected out rightly in case of its non-submission without seeking any further clarification/document. No claim of the Architect(s)/Architectural Firms whatsoever shall be entertained by HITES on this account.
  - (4) The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with their bids.
  - (5) The information should be submitted in the prescribed Proforma. Bids with Incomplete/Ambiguous information are liable to be rejected.
  - (6) Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Scheduled Commercial Bank against EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, Bank Guarantee for EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.
  - (7) All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids are liable for rejection.
- 1.21 The envelope containing requisite bid documents should also indicate clearly the name of the tenderer and his address. In addition, the left hand top corner of the envelope should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above.
- Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Demand Draft/Pay order or Banker's Cheque or Bank Guarantee of any Scheduled Commercial Bank against Earnest Money Deposit, Cost of Bid Document, Unconditional letter of acceptance and Affidavit for correctness of documents/information are submitted along with the bid.
- The bid submitted shall become invalid, if:
- i) The tenderer is found ineligible.
  - ii) The tenderer does not upload all the documents as stipulated in the bid document.
  - iii) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 1.22 The bid for the works shall remain open for acceptance for a period of 120 days from the last date of submission of bid including the extension there of given, if any. In case any tenderer withdraws his bid before the said period or issue of



letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to HITES, then HITES shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD as aforesaid. Also the bid once withdrawn shall not be considered again upon receipt of any subsequent request by the bidder. Further the tenderers shall not be allowed to participate in the re-bidding process of the same work.

- 1.23 The acceptance of any or all tender(s) will rest with HITES who does not bind itself to accept and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 1.24 On acceptance of tender, the name of the accredited representative(s) of the Architect(s)/Architectural Firms who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 15 days of issue date of Letter of Award (LOA) by HITES.
- 1.25 The bidder shall fully comply with the Department of Industrial Policy & Promotion, Ministry of Commerce, Govt. of India (DIPP"s) PPP-MII order no P-45021/2/2017/E II dated 15.06.17 and any further revision at any later date as applicable during the entire tenancy of the contract.

**Note:** In case of procurement for a value in excess of Rs. 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing chartered accountant (in respect of tenderer other than companies) as applicable.

- 1.26 The bidder shall ensure that all approved makes for each respective items to be used in the works proposed are Make in India(MII) only as per the norms of minimum local content required as defined in the public procurement (preference to Make in India) order 2017 of Ministry of Commerce, Govt. of India or any subsequent revision as applicable.

In case, where reputed Make in India makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.

- 1.27 The bidder shall fully comply with the Ministry of MSMED Act, 2006 and MSME Order 2012 or any further revision at any later date (as per applicability under clause 1.11 of Instruction to Bidders) during the entire tenancy of the contract as applicable.
- 1.28 HITES reserves the right to accept or reject any Request for Proposal without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through e-tender Portal <https://etenders.gov.in/eprocure/app> and [www.hllhites.com](http://www.hllhites.com) as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.

Vice President (ID)  
HLL Infra Tech Services Ltd

## SECTION 2

### INSTRUCTIONS TO BIDDERS

#### 2.1 Introduction

The Architect(s)/Architectural Firms are invited to submit a Technical bid together with a financial bid.

Architect(s)/Architectural Firms should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Architect(s)/Architectural Firms should visit the site before submitting a proposal. Architect(s)/Architectural Firms through their authorized representative should contact the following regarding site specific information and site visit enquiry.

**Contact** : 0120-4071500  
**Address** : B-14A, Sector 62, Noida  
**Email ID** : idnoida@hllhites.com

HITES shall provide the available relevant information to the Architect(s)/Architectural Firms. However, HITES shall not be responsible for any loss or financial damages on account of use of such information by Architect(s)/Architectural Firms & Architect(s)/Architectural Firms are advised to collect their own information for preparation and submission of bids. The Architect(s)/Architectural Firms shall be responsible for obtaining licenses and permits to carry out the required services. Architect(s)/Architectural Firms shall bear all costs associated with the preparation and submission of their proposals, site visits etc.

HITES / Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Architect(s)/Architectural Firms.

#### 2.2 **Eligibility Criteria & Disqualification:**

The eligibility Criteria is as at Section- I. It may be noted that even if a Bidder meets the eligibility criteria, the HITES may, at their discretion and at any stage during the selection process or execution of the Consultancy work, order disqualification of the Architect(s)/Architectural Firms if the Architect(s)/Architectural Firms has been blacklisted/debarred by HLL Lifecare Ltd. & it's subsidiaries, Ministry of Health and Family Welfare or Ministry of Finance, Govt. of India from participating in the present tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid.

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

- a. The Bidder has:
  - i. Made misleading or false representations in the forms, statements and attachments submitted; **or**
  - ii. Submitted more than one Bid for the same work.



## **2.3 RFP Documents**

### **2.3.1 Contents of RFP Documents**

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

### **2.3.2 Pre-Bid Conference**

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

### **2.3.3 Clarifications**

Bidders can seek clarifications to the RFP document by writing at the mailing address of HITES or during pre-bid conference. The clarifications shall be uploaded on CPP e-tender Portal - <http://https://etenders.gov.in/eprocure/app> and [www.hllhites.com](http://www.hllhites.com)

### **2.3.4 Amendments to the RFP Document**

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

## **2.4 Preparation of Bid**

### **2.4.1 Bidders responsibility**

- i. The Bidder is solely responsible for the preparation of Bids and details therein.
- ii. The Bidder should 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 HITES will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

## 2.4.2 Project Inspection and Site Visit

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

## 2.4.3 Documents Comprising the Bid

The Bidders shall submit their bids in two parts i.e., (i) Technical Package & (ii) Financial Package /Bid.

**(I) Technical Package/Bid** shall contain the following:

- a) Form of Bid, as per Form A
- b) Checklist for the enclosed documents as per the format attached as Annexure 1
- c) **E-Tender Fee/ Processing Fee:** Interested Bidder who wishes to participate in the bid has to make payment, specified in NIT above, towards the e-tender Fee/Processing Fee in the form of Demand Draft / Pay order or Banker's Cheque of any Scheduled Bank drawn in favor of "HLL Infra Tech Services Ltd" Payable at Noida and the relevant Demand Draft / Pay order or Banker's Cheque to be scanned and uploaded on the e-Tendering website before the due date and closing time of submission of bids as notified and original should be deposited in the office of The VP (IDN), HITES, Noida, before the Date & time for submission of Bids. E-tender Fee / Processing Fee is non-refundable.
- d) **Bid Security**
  - i. Bid Security/ Earnest Money Deposit (EMD): Bid shall be accompanied with Earnest money, as mentioned in NIT above, in the form of demand draft of a scheduled bank issued in favor of "HLL Infra Tech Services Ltd.", Payable at Noida or Banker's cheque or Bank Guarantee in favor of "HITES." having validity for 180 days from the original last day of submission of bid as per NIT.
  - ii. The Bid Security shall be endorsed /pledged in favor of HITES and shall be submitted in a separate envelope super scribed "Bid Security for " Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs and Detailed Project Reports for various upcoming projects. The Bid Security/ Earnest Money Deposit in the form of demand draft or pay order or Banker's cheque or Bank

Guarantee shall be scanned and uploaded to the e-Tendering website within the period of bids submissions and original should be deposited in the office of The VP (ID), HITES, Noida on or before the Date & Time for submission of Bids.

- iii. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose E-Tender Fee/ Processing Fee and EMD and other documents placed in the Technical Package envelope are found to be in order.
- iv. Power of Attorney as per format given (in favor of the authorized signatory of the Bidder) to submit Bid.
- v. Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder.
- e) Initialed RFP document as listed of Notice Inviting Bids
- f) Documentation of Experience of successfully completing projects of similar nature in the meeting the eligibility criteria as per above, with certificate issued by the Client Organization for the said works as per for each work.
- g) Details of similar Projects completed in the Last Seven Years ending initial stipulated last date of submission of bid meeting the eligibility criteria as per with certificate issued by client as per format given for each work.
- h) Financial Information.
- i) Undertaking against blacklisting/debarred.

The Bidder is required to submit certificate of completion of assignment issued by the respective Client Organization as a proof of meeting the Eligibility Criteria stipulated in the tender. Self-Certification by the firms for their works shall not be considered for prequalification.

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

- a) **Technical Bid** – All such documents which are required to substantiate technical criteria are to be submitted in this part.
- b) **Organizational Capability – Proposed team for the assignment**
  - i) Academic qualifications and Relevant work experience of the Team Leaders and Key Resource Personnel of the staff along with copies of supporting documents duly signed by the Team Leader & Key Resource Personnel of staff.
  - ii) CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last

Seven (7) years. In addition to the above, following information shall also be furnished in **Technical Package**:

- iii) An organization chart for the present Consultancy Assignment with roles and responsibilities of each key staff member (identified by name), within the overall work program.

The Bidder with their Team Leader will be required to make presentations w.r.t the **Preparation of Master Plan & Concept Designs** prepared by him for this project considering but not limited to the following:

- 1) Demonstration of bidder's competence for providing required services for Preparation of Master Plan & Concept Designs and Detailed Project Reports for this project based on previous project / projects
- 2) Proposed Approach and methodology for Preparation of Master Plan & Concept Designs and Detailed Project Reports for this project
- 3) Design approach for creation of state of the art facility and advances in healthcare architecture for this project
- 4) Preparation of Master Plan & Concept Designs and Detailed Project Reports for this project. The Architect(s)/Architectural Firm has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments & its connectivity, etc.) and Stack diagram along with the concept design
- 5) The Architect(s)/Architectural Firm have to prepare 3D presentation, physical model or walkthrough from all the directions with precise detailing for the proposal.
- 6) All designs, drawings and other documents prepared by the Architect(s)/Architectural Firm shall conform prevailing relevant Indian Standards (for ex: NBCI for building design & NABH for hospital design, etc), MCI norms and statutory requirements such as municipal authorities, PCB, fire and safety, electrical inspectorate, airport authority, environment and forest etc. However, all designs should be safe, efficient and cost effective.
- 7) Architect(s)/Architectural Firm's perception with respect to Landscaping, external services and green building parameters for Hospital.
- 8) Flow diagram in respect of Patient, staff, student, traffic etc.
- 9) Roads/cycle track/ pathway connecting flow diagram.
- 10) Drawings & Documents for obtaining initial statutory clearance

**Note:**

- a. The list of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of HITES shall not absolve the Bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all

the details specifically called for (or implied) in those clauses.

- b. All documents issued for the purpose of bidding as described in Notice Inviting Bids and any amendments issued in accordance with Clause 2.5.4 shall be deemed as incorporated in the Bid.

**(II) FINANCIAL PACKAGE /BID** Shall comprise the following:

**FINANCIAL BID:** The financial bid should be submitted online only. Physical submission of financial bid will not be accepted and tender shall be rejected. The financial package should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, etc. including Goods & Services Tax as applicable till the date of NIT. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as "0" (ZERO). Bids containing any conditions in Financial Bid shall be summarily rejected.

Bidders may note that the price should not be indicated in any of the document enclosed in Technical Package. Non-compliance shall entail rejection of the bid. Any addition, modification, alteration etc. if observed in any of the bid documents containing all volumes (all parts) at any stage then the bid shall be summarily rejected.

#### **2.4.4 Language of Bid**

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

#### **2.4.5 Currency of Bid**

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

#### **2.4.6 Bid Security/Earnest Money Deposit (EMD)**

- i. The Bidder shall furnish, as Bid Security, an amount as mentioned in Notice Inviting Bids.
- ii. Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.
- iii. The EMDs of unsuccessful bidders in technical evaluation shall be returned within 30 days of declaration of technical evaluation results. Further, after opening of the Financial Bids, the EMDs of technically qualified other than successful bidder will be return within 30 days after opening of the Financial Bids.
- iv. The EMD of the successful Architect(s)/Architectural Firms will be returned after the Architect(s)/Architectural Firms has furnished the required acceptable Performance Security and executed the Contract Agreement.
- v. No interest shall be paid by HITES on the EMD.

- vi. The Bid Security shall be forfeited:
- a. If a Bidder withdraws his Bid during the period of Bid Validity, or
  - b. If, any unilateral revision in the offer is made by the bidder during the validity of the offer. or
  - c. In the case of the Successful Bidder,:
    - i. The necessary Performance Security for performance is not furnished as per Clause 3.5 and/or
    - d. the Contract is not signed within the time limit specified
    - e. The Bidder tries to influence the Bid process/ employees of HITES/ members of Evaluation Committee in any manner or breaches standards of ethics as per Clause 2.11
    - f. If the bidder furnishes any incorrect or false statement /information/document
    - g. If bidder commits any breach of Integrity Pact

#### **2.4.7 Bid Validity**

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

#### **2.4.8 Extension of Bid Validity**

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

#### **2.4.9 Format and Signing of Bid**

- i. Bid documents (technical package and financial package/ bid) shall be digitally signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink and to be scanned and uploaded in the e-tender portal.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by HITES, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be digitally signed by a person duly authorized to sign the Bid documents and to be scanned and uploaded in the e-tender portal.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### **2.4.10 Sealing and Marking of Bids**

- i. The Bid shall be submitted along with documents and as per the mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.
- ii. **Please note that the price should not be indicated in any of the documents uploaded in Technical package part.** Non-compliance



shall entail rejection of the Bid. The contents of Technical Package shall be as detailed under Clause 2.4.11 herein.

- iii. Architect(s)/Architectural Firms must ensure to quote rate in percentage. The rate shall be quoted up to 2 (two) Decimals.

#### **2.4.11 Submission of Bids:**

- a. The last date for submission of completed RFP is given in Notice Inviting Tender. HITES may, at their discretion, extend this date, in which case all rights and obligations of the CLIENT/ HITES and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of RFP is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of RFP.
- b. The documents which are required to be submitted in original as per mode defined in Checklist at Annexure I, appended to this document shall be submitted by hand or through registered post or courier service at the address mentioned above. CLIENT/ HITES shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
- c. The Financial Package / Bid should be submitted ONLINE only. Physical submission of financial bid will not be accepted and RFP shall be rejected.

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

- i. No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- ii. A Bidder may withdraw its submitted Bid, provided that written notice of the withdrawal is received by HLL Infra Tech Services Limited, before the last date for submission of Bids.
- iii. Only a single copy of the withdrawal notice shall be prepared and each page of the notice shall be signed and stamped by the authorized signatory. The notice shall be duly marked "WITHDRAWAL". This withdrawal notice will be opened at the time of opening of bid and not earlier. The signature of GPA holder will be verified and withdrawal shall be considered only in case both are same.

#### **2.4.13 Bid Due Date**

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

#### **2.4.14 Power of Attorney**

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HITES and act as the contact person. The format for the power of

attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/ Partner/Proprietor himself, Power of Attorney is not required.

## **2.5 Bid Opening and Evaluation**

### **2.5.1 Bid Opening**

- i. The Bids will be opened at the office of VP(IDN) HITES, B-14A, SEC-62, NOIDA, U.P-201307 in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned as per Clause 1.2 of Notice Inviting Bids through e-tender portal. 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. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iii. On opening of Bid, the Bids will be examined to see if they are complete, and contain all documents as mentioned in the documents do not meet the requirements of the RFP, a note will be recorded accordingly by HITES and the said Bidder's Proposal will not be considered for further processing/evaluation.
- iv. The Bidders name, the presence or absence of the requisite Bid Security and such other details as HITES or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- v. The proposals shall be valid for a period of 120 days from the last date of its submission or any extension thereof. During this period, the bidder shall keep available the professional staff proposed for the assignment.

### **2.5.2 Determination of Responsiveness**

- i. Prior to the detailed evaluation of the Bids, HITES will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive Bid is one which:
  - a. Is received by the Bid due date as per Notice Inviting Bids including any extension thereof, if any.
  - b. Is accompanied by the Power(s) of Attorney as specified
  - c. Contains all the information as requested in the RFP and in the required formats same as those specified in this RFP.
  - d. Is valid for the validity period as set out
  - e. Is accompanied with required cost of tender / bid.
  - f. Is accompanied with the Bid Security/EMD
  - 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, HITES's rights or the Bidders obligations under the Contract as provided for in the RFP and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

- iii. If a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by HITES. The decision of HITES as to which Bids are not substantially responsive shall be final and binding.

### **2.5.3 Evaluation of Bids**

- i. CQCCBS (Combined Quality Cum Cost Based Selection), with separate marking for Technical and Financial bids, would be done for the proposals received against the RFP. HITES would examine and evaluate Bids in accordance with the criteria set out in **Section 4**.
- ii. HITES reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or found out;  
or
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

### **2.5.4 Clarification of Bids**

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

### **2.5.5 Confidentiality**

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

## **2.6 Award of Contract**

### **2.6.1 Letter of Award**

- i. Prior to the expiry of the period of Bid Validity, HITES will notify the successful Bidder, to be confirmed in writing by registered post/ by courier. This letter (hereinafter and in the Conditions of Contract called „the Letter of Award“) shall mention the sum which, HITES will pay to the Architect(s)/Architectural Firms in consideration of the work performed by the Architect(s)/Architectural Firms as prescribed by the Contract (hereinafter and in the conditions of Contract called „the Assignment

Fee”) to the satisfaction of HITES. No correspondence will be entertained by HITES from the unsuccessful Bidders.

- ii. The Letter of Award shall constitute a part of the contract.
- iii. Upon submission of Performance Security by the successful Bidder, HITES will promptly notify the unsuccessful Bidders and discharge / return their Bid securities.

## 2.6.2 Signing of Agreement

- i. HITES shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 15 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.
- ii. the Successful Bidder shall submit Performance Security within a period of 7 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by HITES and the Architectural Consultant through their authorized signatories will be supplied by HITES to the Architectural Consultant.
- iv. In case Successful Bidder does not sign the Contract Agreement with HITES, HITES reserves the right to forfeit EMD.
- v. The agreement may be suitably amended with the mutual consent during currency of the contract.

## 2.7 Conflict of Interest

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

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

- (i) **Conflicting activities;** A firm that has been engaged by HITES to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or Assignment/ job. Conversely, a firm hired to provide consulting assignment /job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm’s consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery etc.
- (ii) **Conflicting assignment/job;** An Architectural Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/ job that, by its nature, may be in conflict with another Assignment/job of the Architectural Consultant to be

executed for the same or for another Client/HITES.

- (iii) **Conflicting relationships:** An Architectural Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of HITES's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been disclosed and thereafter resolved in a manner acceptable to HITES throughout the selection process and the execution of the Contract.

## **2.8 Employment of Officers/ Retired Officers of Client / HITES**

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

## **2.9 Standards of ethics:**

HITES desires that the Architectural Consultant shall observe the highest standard of ethics during the currency of this contract.

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

## **2.10 HITES"s right to accept any Bid and to reject any or all Bids**

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

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

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

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

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

## SECTION 3

### SCOPE OF WORK & TERMS OF PAYMENT

#### 3.1 Purpose of the Assignment

Banaras Hindu University (BHU) is a collegiate, central, and research university located in Varanasi, Uttar Pradesh, India, and founded in 1916. BHU is organized into six institutes, 14 faculties (streams) and about 140 departments. As of 2020, the total student enrolment at the university is 30,698 coming from 48 countries. It has over 65 hostels for resident students. Several of its faculties and institutes include Arts, Social Sciences, Commerce, Management Studies, Science, Performing Arts, Law, Agricultural Science, Medical Science, and Environment and Sustainable Development along with departments of Linguistics, Journalism & Mass Communication, among others. The University has also the 927 bed hospital which is equipped with all the modern amenities.

BHU has proposed for construction of 200 bedded National Centre of Ageing (NCA) in the campus of Banaras Hindu University, Varanasi. In order to take up this activity, BHU has appointed HLL Infra Tech Services Limited, (a 100 % subsidiary of HLL Lifecare Limited, a Mini Ratna Central Public Sector Enterprise) as Executing Agency to construct these facilities.

#### 3.2 Scope of Work:

Following proposed additional facilities with infrastructure are to be provided in the existing constructed campus.

- i. Construction of 200 bedded National Centre of Ageing (NCA) at BHU, Varanasi with allied External Development Works.

Tentative area and proposed location of above buildings to be planned under this Phase is given below:

Sl. No.	Building/ Block	Land Location / Area	Additional Facilities to be provided
1.	Construction of 200 bedded National Centre of Ageing (NCA) at BHU, Varanasi with allied External Development Works.	BHU Campus, Opposite to Centenary Super specialty Complex <b>Area: 0.52 Acre (approx)</b>	As per Client Requirement

**Note: Interconnected Bridge between proposed National Centre of Aging and existing super specialty block shall be provided.**

The tentative details of land are given in the Site Plan in this RFP.

The Architectural Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise.

### **3.2.1 Preliminary Stage**

#### **(A) Preliminary Project Report:**

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

- a) Interaction with Client/HITES, Assessment of client's requirements.
- b) Prepare Design Brief Report with functional requirements of all project parameters.
- c) Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- d) The Architectural Consultant shall provide Three Copies each of Topographic Survey Drawings & Soil Investigation Report to HITES.

The Architectural Consultant shall be responsible for collection of any data/information as required for design from any relevant source including (but not limited to) statutory bodies, Power Distribution companies etc.

- e) Report on identification of Ultimate disposal point and Source/availability of electricity, water and other services.
- f) Prepare and submit a report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development.
- g) Carry out volumetric study and urban form recommendations including pedestrian/ vehicular movement and parking, bulk services systems and their impact to be identified and conceptual schemes suggested. Based on the above, the external ingress egress shall also be conceptualized.
- h) Collection of all data regarding existing services in the area like Sewer, Power, Water supply, Metro, Rail/ Roads.
- i) The Architectural Consultant shall also conduct a survey regarding number and type of existing trees/buildings at proposed site. The master plan/ layout of buildings/ amenities shall be prepared in such a way that the maximum number of existing trees can be retained at site. The Architectural Consultant shall provide above details in writing for approval of the Engineer In-charge along with tree planting and transplanting scheme as per the requirement of the project site.
- j) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total



plinth area identifying soil condition, climatic condition and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architectural Consultant should submit the preliminary design and Design Basis Report. Site inspections for finalization of above details shall be conducted by the Architectural Consultant at their own cost.

Related ancillary buildings and integrated infrastructure including connecting buildings, roads, services with existing buildings, roads & services as per requirement are to be planned by the Architectural Consultant.

Generally the buildings shall take into account local Indian Architectural features similar to existing buildings.

k) Preliminary Cost Estimates, Detailed Project Report and specifications

- i. Prepare and submit preliminary cost estimates based on standard norms as per method prescribed by Central Public Works Department (CPWD), Govt. of India taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.
  - ii. For Non-Schedule Items, the cost shall be estimated on the basis of Market Rates. Such rates shall be prepared by the Architectural Consultant and adopted for preparation of the Preliminary Cost Estimates (necessary supporting documents of relevant Market Rates with detailed analysis shall be submitted).
  - iii. Obtain the approval of HITES/client of above and supply eight copies of approved site plan (Layout Plan).
- l) Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of HITES/Client.
- m) The Architectural Consultant shall prepare and give presentations on the schemes as and when required by HITES/Client and shall incorporate the changes desired by HITES / Clients without any extra cost.

**(B) Preliminary Planning:**

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

a) **Master Plan:**

Prepare Master Plan of entire complex/site with existing buildings, roads & services as per requirement and its approval from all statutory authorities.

- i. Prepare and submit conceptual designs & master plan with reference to approved design brief document
- ii. Demonstrate approach to Master Planning and Architecture showing vision for the project, design

philosophy and strategic approach, including phasing.

- iii. Preparation of all relevant documents/drawings/reports, in conformity with the local and statutory bye laws for obtaining approval of Master Plan from Client/HITES.
- iv. **Environmental Clearance (EC)/ Environment Impact Assessment (EIA) from statutory body.**

In case of project requirement or as per the requirement of MOEF/State Govt. authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from MOEF/ State Govt. Authorities, etc. shall be obtained by the Architectural Consultant at his own cost. The fee, if any payable to Govt. bodies/authorities shall be paid by HITES and/or /reimbursed to the Architectural Consultant after receipt of payment receipt towards the proof of payment made to such Govt. bodies/authorities as per rules.

#### **b) Concept Designs**

- i. Development of Building concept design/plans based on functional analysis and workflow analysis including preparation of space programming, design concept (Architectural & Structural), concept for all MEP & allied services including equipment, interiors and exteriors, finishes etc. as per the requirements of stake holders.
- ii. Architectural Planning and Design for the Proposed Buildings and infrastructure.
- iii. Interior design of various spaces including furniture for proposed buildings.
- iv. Prepare Demolition plan of existing old buildings if any at the proposed site
- v. Planning & design for Landscaping (inside & outside proposed buildings), horticulture etc. A detailed study of storm water flow patterns of the site to be integrated with existing scheme.
- vi. Basic structural design of all buildings and infrastructure in correlation with the relevant architectural and service drawings
- vii. The concept designs should conform to relevant codes, standards, legislations and statutory norms and shall be prepared considering the latest green building technologies, GRIHA/IGBC rating etc.
- viii. Prepare a Report of Requisite Compliances, identifying all applicable regulations, development



guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls etc.

ix. Internal & External Utility Services:

The Architectural Consultant shall coordinate with various statutory agencies and other stakeholders in order to incorporate requirements and considerations. The Architectural Consultant shall coordinate preliminary design of all components of proposed structures with other agencies.

The Architectural Consultant shall engage an experienced MEP Consultant, having experience in planning and design of similar works, for carrying out planning and design of all internal and external utility Services including its integration with existing services. The MEP Consultant shall be engaged by Architectural Consultant only after prior approval of Client/ HITES.

The Architectural Consultant shall carry out planning and design as per requirement of all internal and external utility Services like:

1. Extension in Existing LT panels
2. Electrical Distribution Panels
3. DG Sets & integration to existing HSD yard
4. DG Sets
5. Internal Electrification, Sandwich Bus ducts & RisingMains
6. UPS System
7. HVAC (Heating, Ventilation and Air-conditioning)
8. Lifts and Dumb Waiters
9. Fire Alarm System
10. Fire Fighting System
11. Public Address System
12. Voice & Data Telephone/ Voice IPABX System
13. Wi-fi System
14. Access Control System
15. Close Circuit TV System
16. MATV System
17. Information Display System
18. Building Management System and SCADA System
19. External Street/ Compound Lighting
20. Building Façade Lighting

21. Electrical Vehicle Charging System
22. STP/ ETP/ WTP System
23. RO Water System
24. Solar PV System
25. Solar Hot Water System
26. Raw/ Domestic/ Flushing Supply System
27. Fire Hydrant & sprinkler System
28. Sewerage, Storm Water Drainage System, Automatic Irrigation system, Landscaping,
29. External development plans showing roads, covered pathways, cycle track, parks, paved areas, drains, culverts, compound walls, external lighting etc. around the proposed buildings.
30. Interior design and graphic signage,
31. Acoustics System for Building
32. Any other component needed for project implementation during planning

The Architectural Consultant shall work out and provide equipment capacity & quantity, technical specifications, Estimated & Justified Costs separately of above items. The scope of work of Architectural Consultant shall be as defined above.

**Note:** During planning and design, the Architectural Consultant shall adhere and comply with the latest norms and guidelines as applicable viz.:

- National Medical Commission
- CPWD Norms & Guidelines
- relevant BIS & IEC Codes
- NBC 2016
- Local Bye Laws/ Municipal Corporation Norms
- Fire Department
- Forest Department
- Central/ State Ground Water Authority
- Civil Aviation Norms & Air Port Authority Norms
- ECBC, GRIHA/ IGBC norms
- Indian Road Congress (IRC)
- Ministry of Road & Transport Highways (MORTH) Norms
- AERB (Atomic Energy Regulation Board)
- ASHRAE/ ISHRAE, ASME, AMCA, AHRI, SMACNA, CTI, NABH, NABL, NFPA

- Central & State Electricity Regulatory Commission
- Central/ State Electrical Inspector Authorities
- Central/ State Pollution Control Board
- Central /State Environment Impact Assessment Authority
- Lift Inspector authorities
- Electricity Supply Codes and Rules of respective State ElectricityBoards
- Power Distribution Companies
- PESO (Petroleum & Explosives Safety Organization) norms
- Bio Medical Waste Management Rules 2016
- GFR 2017 Norms, CVC Norms
- Minister of Finance Norms for Procurement of Works & Goods
- Any other prevalent statutory rules & regulations as applicable

**(C) Detailed Project Report:**

Prepare the DPR covering the following:

- i) Detailed Architectural & flowchart drawings.
- ii) Design Basis Report for all components including services that are part of this agreement. The Consultant shall identify necessary existing conditions, soil condition, climatic condition and usagerequirement in considerations while formulation the design basis report.

**(D)** After approval of Master Plan/ Concept Designs / DPR by HITES/Client, the Architectural Consultant shall submit the proposal to local bodies / statutory authorities complete as per requirement including preparation of Model/ Presentation of Model etc. if any.

**(E)** Obtain the approval of layout plan & drawing from the competent authority, statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to HITES.

**(F)** Preliminary Electrical, Low Voltage Works, Fire Fighting and Mechanical Drawings for all the components of the schemes including getting approvals from the concerned authorities.

**(G)** The Architectural Consultant shall prepare & submit detailed Design Calculations for following:

- i. Electrical Load Calculations, Substation Equipments & DG Sets capacity and Integration with Existing LT Panels
- ii. HVAC Heat Load & Ventilation Calculations & High Sideequipment capacity
- iii. Water Demand Calculations & Water Balance Chart

- iv. Fire Fighting System
  - v. Solar PV System calculations
  - vi. Solar Hot Water System calculations
  - vii. Lift Traffic Analysis
  - viii. STP/ETP/WTP/RO Design & Capacity Calculations
  - ix. Underground Water Tank capacity calculations for Fire, Raw, Domestic, Flushing, Irrigation & Soft Water for Cooling Tower makeup
  - x. Overhead Water Tank capacity calculations for all buildings for Fire, Domestic, Flushing, and Soft Water for Cooling Tower makeup
  - xi. Solid Waste Generation Calculation and capacity of Solid Waste Handling Equipment
  - xii. EV Charging point
  - xiii. Any other design calculations required for project implementation
- (H) Detailed Project Planning:** Detailed Project planning and design shall be carried out by the Architectural Consultant considering the area/ space requirements, civil, plumbing, drainage, electrical, HVAC, solid/ liquid waste, location and other statutory requirements of various Hospital Services and Medical Equipment:
- (I) Tender Documents:**
- i. To prepare & submit required set of Tender Documents to call tender on EPC/ Design & Build basis for appointment of Contractor, Scope of work, Tender Drawings for Architectural and Engineering Services, Bill of Quantities (BoQ), Estimates, Technical Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes etc.
  - ii. While preparing Tender documents, interaction and coordination with Client / HITES team on preliminary designs and tender documents etc.
  - iii. The stage payment schedule shall include all the items of work which are required to be executed as per the scope of work of the Project.
  - iv. Preliminary designs must be consistent with system designs and be good for tender document. This will cover complete scope of work as defined in tender documents including Estimation of cost of all packages/works.
  - v. The Architectural Consultant shall provide Detailed Technical Specification of each items of work.
  - vi. The Architectural Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for Contractor(s). The Consultant shall

be responsible for accuracy of the BoQ items.

- vii.** Architectural Consultant shall ensure that all the approved makes for each respective items to be used in the works are proposed by them shall be in compliance to Make in India (MII) only as per the norms of minimum local content required as defined in public procurement (preference to make in India) order 2017 or any subsequent revision. In case, where reputed Make in India makes are not available, names of only imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tenders.
- viii.** Justification of rates/ processing of tenders: Assist in bid evaluation by providing/supplying market rate analysis and quotations, wherever required for scheduled and non-scheduled item of the work in prescribed manner

### **3.2.2 Statutory Approvals/ Completion Certificates /NOCs:**

The Architectural Consultant shall prepare drawings/ documents ensuring compliance with relevant codes, standards (if any standard is not available in Indian standards, suitable International standards shall be adhered to) and legislation and obtain required statutory approvals from Local Bodies/ Statutory authorities, as applicable:

- i. Obtaining approval of all the competent authorities and other statutory bodies like *Ministry of Environment and Forests, State Pollution Control Board, Civil Aviation, Railways and Local Development Bodies* etc. as applicable necessary according to the Local Acts, Laws, Regulations, etc. and make any changes desired by such authorities at no extra cost. The original documents of approval shall be submitted to the HITES/Client.
- ii. Obtaining approval of the Architectural drawings from relevant Local Statutory body & obtain Commencement Certificate from local bodies leading to commencement of construction of the project if required.
- iii. Obtaining NOCs (no objection certificates) from Fire Department, Storm Water Drainage & Sewerage Department, Municipal Corporation / Local Bodies, Civil Aviation, Railways etc. as per the requirement.
- iv. Obtaining approval of Electrical drawings from Central / State Electrical Inspectorate, as applicable if required.
- v. Obtaining approval of AERB as per requirement.
- vi. Prepare a three dimensional model of suitable scale as and when required by the HITES/Client / local authority at no extra cost.

All required documents, reports and drawings etc. for obtaining these approvals shall be prepared and submitted by the Architectural Consultant. The architectural consultant shall pay the required fees/charges to the statutory authorities/ local bodies and the same shall be reimbursed by HITES on submission of documentary proof

and payment receipt from the relevant statutory authorities/ local bodies.

The Architectural Consultant shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities. The compliance to the statutory requirements shall be inherent to the design and solutions. For the obligations related to Client/HITES, the Architectural Consultant shall provide the required inputs and documents to HITES well in advance.

**NOTE: Planning and Designing in purview of Vulnerability Atlas of India**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/Union Territory-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer to Vulnerability Atlas of India for multi- hazard risk assessment and includes the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- 1) Seismic zone for earthquakes,
- 2) Wind velocity,
- 3) Area liable to floods and Probable maximum surge height,
- 4) Thunder storms history,
- 5) Number of cyclonic storms/ severe cyclonic storms and maximum sustained wind specific to coastal region,
- 6) Landslides incidences with Annual normal rainfall, and
- 7) District-wise Probable Maximum Precipitation

### 3.3 Terms of Payment

#### 3.3.1 Assignment Fee:

HITES shall pay to the successful Architectural Consultant, an Assignment fee equivalent to a sum of their quoted percentage of payable fee in the Financial Bid/Proposal for providing the services as required under the scope of work mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, GST, duties/cess, to be paid by the Architectural Consultant, any other fee/expenditure incurred by the Architectural Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HITES requirement.

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

The payment of fee to the Architectural firm/consultant shall be based on the DPR /preliminary cost approved by HITES/Client.

The DPR /preliminary cost approved by HITES/Client or Estimated cost of the project put to tender shall not include the following:

1. Cost of land, if any.
2. Payment to statutory bodies/local authorities / Green Building Certification Authorities/State/Central Government.
3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
4. HITES agency charges.
5. Contingencies charges
6. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc. shall not be paid
7. Extra/substituted items, deviations (plus/minus)
8. Arbitration / Litigation & other misc expenses incurred w.r.t the project.

#### 3.3.2 Payment Terms

Payments shall be made as per Clause-8 of Volume-II of the RFP. All the stage payments as below shall be done after acceptance and approval of deliverables by HITES

Sl. No.	Key Deliverables	Stage Wise Payment	Cumulative Payment
1.	Finalization & Approval of Master Plan and Site Plan	10%	10%
2	Finalization & Approval of Concept Designs	15%	25%



3	Finalization & Approval Detailed Project Reports including Cost Estimates	20%	45%
4	Submission of Final Master Plan and Site Plan, Concept Designs, Design Basis Report, 3-D Model, Walkthrough, cost estimates & other documents/ drawings/ reports, tender drawings etc. as per scope of work.	20%	65%
5	Obtaining statutory approvals	10%	75%
6	On completion of assistance incl. site visits till approval of statutory clearances required up to commencement of construction work	15%	90%
7	Obtaining NOC by EPC contractor and completion of all contractual obligations.	10%	100%

**Note:** The part payment against above stages on part completion of required scope of work under a particular stage can be released as per decision of Engineer in-charge by mentioning the reasons for the same.

The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and/or as decided by HITES or as decided by a statutory body.

The time period includes the time required for giving approval by HITES to the deliverables for the respective activity. The professional fees of the Architectural Consultant shall be inclusive of all cost related to visits to the site, attending meetings, coordination meetings and conferences and making suitable presentations. Architectural Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings.

Site visits including verification of layout for commencing of construction work of various buildings/ structures at site.

The Architectural Consultant shall assist in preparation of detailed drawings by the EPC contractor necessary for obtaining all required statutory approvals ensuring compliance with codes, standards and legislation, as applicable and also assist in obtaining statutory approvals thereof, as required.

### 3.3.3 Retention Money:

5% of the fee payable to the Architectural Consultant shall be retained from each running bill as "Retention Money", in addition to the performance security. The retention money will be discharged by HITES and returned to the Architectural Consultant after 6 (Six) calendar months from the date of start of work or till receipt of all statutory approvals &

clearances required up to commencement of construction work and other deliverables as per Scope of work.

## SECTION 4

### EVALUATION PROCESS AND CRITERIA

#### 4.1 Evaluation Process

- 4.1.1 The Technical Package Part I of those bidders, whose Bid Security and Tender Processing Fee are found in order, shall be evaluated as per criteria mentioned in Clause 1.3 (Minimum Eligibility Criteria) in respect of experience of similar class of works completed and financial turnover etc. These will first be scrutinized and bidder's eligibility for the work will be determined.
- 4.1.2 The Bidders who are found eligible in the Technical Package Part I, evaluation i.e. they meet the Minimum Eligibility Criteria as per NIT shall be considered and invited to make a presentation to the Evaluation Committee demonstrating the Methodology as given in of Clause 4.2.
- 4.1.3 The Technical Proposal shall be evaluated by the Evaluation Committee for the parameters based on the evaluation criteria mentioned below in Clause 4.2 and given a technical score.
- 4.1.4 Bidders securing minimum 70% marks overall shall be declared as technically successful bidders.
- 4.1.5 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring the next higher Technical Score ranked T-2 and so on.
- 4.1.6 In case of a tie, the bidder getting higher marks in the presentation will be ranked higher for Technical Evaluation.

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

Sl. No.	ATTRIBUTES		EVALUATION	Marks Awarded
<b>1.</b>	<b>Financial Capability ( 5 Marks)</b>			
	a	Average Turnover in last 3 Financial Years, (TAV)	5 Marks	
			2 Marks if - Rs. 2.4 cr. $\leq$ TAV < Rs. 5cr.	
			4 Marks if - Rs. 5 cr. $\leq$ TAV < Rs. 7.5 cr	
			5 Marks if - TAV $\geq$ Rs.7.5 cr .	
		• <i>This Turnover should be from Consultancy Fee only.</i>		
<b>2. a</b>	<b>Achievement of having designed Certified Green Building (5 Marks)</b>			
		Achievement of having designed Certified Green Building (for any Health-care Architectural work)	5-Marks for achievement of Platinum Rating (as per LEED) or GRIHA - 5 Star Rating in Green Building designs	
			4- Marks for achievement of Gold Rating (as per LEED) or GRIHA - 4 Star Rating in Green Building designs	

Sl. No.	ATTRIBUTES	EVALUATION	Marks Awarded
		3- Marks for achievement of Silver Rating (as per LEED) or GRIHA - 3 Star Rating in Green Building designs	
<b>2 b</b>	<b>Awards for any Health-care Architectural Project work (5 Marks )</b>		
	Awards for any Health-care Architectural Project work	Award from any of following Recognized Professional bodies – 1) AIA (The American Institute of Architects ) 2) IIA ( The Indian Institute of Architects) 3) RIBA ( Royal Institute of British Architects) 4) IBC (Indian Building Congress) 5) Aga Khan Award in Architecture  3 Marks for achievement of 1 Award 4 Marks for achievement of 2 Awards 5 Marks for achievement of 3 or more Awards	
<b>3.</b>	<b>Methodology &amp; Understanding of Scope of Work (70 Marks)</b>		
	<b>Note – This would be based upon presentations to be made by bidder considering the following but not limited to: – (proper integration with existing facilities should be demonstrated clearly)</b>		
	<ul style="list-style-type: none"> <li>i. Demonstration of bidder’s competence for providing required services for Master planning and Concept designing for this project based on previous project / projects</li> <li>ii. Proposed Approach and methodology for Master planning and Concept designing &amp; integration of Teaching , Research and Healthcare facilities for this project</li> <li>iii. Design approach for creation of state of the art facility and advances in health care architecture for this project</li> <li>iv. Master planning and Concept designing for this project. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments &amp; its connectivity, etc.) and Stack diagram along with the concept design</li> <li>v. The Architects have to prepare 3D presentation or walkthrough from all the directions with precise detailing for the proposal</li> <li>vi. All designs, drawings and other documents prepared by the architects shall conform prevailing relevant Indian Standards (for ex: National Building Code of India (NBC) for building design &amp; NABH for hospital design, etc.) and statutory requirements. However, all designs should be safe, efficient and cost effective</li> <li>vii. Architect’s perception with respect to Landscaping, external services and green building as per requirement.</li> </ul>		

Sl. No.	ATTRIBUTES	EVALUATION	Marks Awarded
	viii. Flow diagram in respect of Patient, staff, student, traffic etc. <b><i>The Percentage (%) Marking parameters for the total 70 Marks w.r.t. Methodology &amp; Understanding of TOR is given below:</i></b>		
Sl. No.	Attributes	Marks (%)	
1.	<b>Conceptual approach &amp; Methodology:</b> General overview of health care facilities in Indian context. Holistic and healing considerations	6	
2.	<b>Planning:</b>		
a	Location and land utilization (Macro Zoning)	4	
b	Schematic Flow Diagram. Zoning of Departments (Micro Zoning) -Nursing College -Residential (Doctors, Nurses, Patients Relatives) -Academic & Research	6	
c	Space Programming	4	
d	Planning grid and work grid (modules)	4	
e	Activity relationship including placing of departments floor wise, horizontally or vertically	4	
f	Circulation and walking distances for doctors, technicians and material.	4	
g	Waiting areas, service areas and distribution of services and systems, parking- central or distributed at various places	4	
h	Light and ventilation, solar heating and conservation of water and waste management system and maintenance.	4	
i	Innovation In Design	6	
j	Eco-friendly, sustainable architecture ( Adoption of Best Practices)	4	
3.	<b>Construction, Design:</b>		

Sl. No.	ATTRIBUTES	EVALUATION	Marks Awarded
	a Structural modules	3	
	b Building materials -Construction system / techniques for efficiency. -Finishes -Local architectural features (if any)	5	
	c Services modules Flexibility of Services systems for alterations /additions during functional periods	3	
	Services for efficiency of operation, maintenance. Architectonic statement - visual expression and quality of design	4	
4.	<b>Environment:</b>		
	a Quality of functional spaces for <ul style="list-style-type: none"> <li>• Patients</li> <li>• Visitors</li> <li>• Doctors</li> <li>• Nursing / Nurses</li> <li>• Paramedics</li> </ul>	4	
	b Light, Ventilation aspects	2	
	c Landscaping (internal & External)	3	
	d Roads, Pavements & Parking Provisions	3	
	e Signage	3	
5.	<b>Area analysis</b>		
	<ul style="list-style-type: none"> <li>• Utilization of FAR</li> <li>• Direct use / functional spaces</li> <li>• Circulation</li> <li>• Services</li> </ul>	10	
6.	<b>Cost Economics:</b> <ul style="list-style-type: none"> <li>• Buildings</li> <li>• Services (internal)</li> <li>• Site Development, external services</li> </ul>	5	
7.	<b>Expansion Provisions (Future)</b>	5	
	<b>Total Marks (%)</b>	<b>100</b>	

Sl. No.	ATTRIBUTES		EVALUATION			Marks Awarded	
4.	<b>Suitability of the Key Resource Personnel for the assignment (15 Marks)</b>						
	(a)	<b>Team leader- Architect (5 Marks)</b>					
		(i)	Education	2 Marks	1- Mark if Graduate Architect		
					2 - Marks if Post-Graduate Architect		
	(ii)	Experience in Designing of Hospitals as Team leader (Hospital having at least 200 beds only shall be considered)	2 Marks	1- Mark if one hospital is designed			
				2- Marks if two or more hospitals are designed			
	(iii)	Overall Experience in field of Architecture	1 Mark	½ Mark for having at least 15 years" experience			
				1 Mark for having 20 years" or more experience			
	(b)	<b>Domain Specialist ( 10 Marks) (Outsourced or In-house)</b>					
			<b>Specialist</b>	<b>Marks</b>	<b>Post Graduate or equivalent recognized Qualification</b>	<b>Experience of 15 years or more</b>	
(i)		Structural Engineers	2	1	1		
(ii)		MEP Engineers	2	1	1		
(iii)		Quantity Surveyors	1	1/ 2	1/ 2		
(iv)		Bio-Medical Specialist	1	1/ 2	1/ 2		
(v)		Medical/ Hospital Consultant	1	1/ 2	1/ 2		
(vi)		Lighting Consultant	1/ 2	1/4	1/4		
(vii)		Interior Designer	1	1/ 2	1/ 2		
(viii)	Landscape Consultant	1	1/ 2	1/ 2			
(ix)	Life & Fire Safety Expert)	1/ 2	1/4	1/4			
<b>Note –</b>							
i. In case of a firm, credentials of the owner or deputed team leader for the proposed project would be considered							
ii. Projected professional should possess recognized relevant qualifications in the corresponding domain							
iii. For Quantity Survey, MRICS will be treated equivalent to PG							
<b>Out of 100</b>			<b>Final Marks Awarded</b>				

### 4.3 Technical Bid

4.1.1 In preparing the technical Bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requisite



information shall be at their own risk and may result in rejection of their Bid.

4.1.2 The technical Bid should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:

- i) **Corporate Qualifications:** Describe the firm's specific corporate qualifications, i.e. its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to bear in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Planning of world-class healthcare institutes. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement, start date, completion dates etc.
- ii) **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.
- iii) **Assignment of Professional Team:** The Bidder shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).

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

4.1.3 Bidder shall submit the Financial Information as per Form T-1 D

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

#### 4.4 Financial Bid

The financial bid should be submitted online only. Physical submission of financial bid will not be accepted and tender shall be rejected. The financial package should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, Cess, etc. including Goods & Services Tax as applicable till the date of NIT..

#### 4.5 BID EVALUATION

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

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

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

designing & integration of Teaching , Research and Healthcare facilities for this project

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

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

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

- a. Financial Bid: As already mentioned the Financial Bid should be submitted physically in Envelope No.3, along with Technical Package Part I & II
- b. The financial Bid shall be submitted by the bidders in conformity with Appendix 2. Financial Bid submitted in any other format will stand disqualified & rejected. Lowest financial Bid ( $F_m$ ) shall be given a financial score ( $S_f$ ) of 100 points. The financial score of the other financial Bids ( $F_o$ ) shall be computed as follows:  
$$S_f = 100 \times F_m (\text{Lowest financial Bid}) / F_o (\text{Other financial Bid})$$
- c. The representative's authorization shall be confirmed by written power of attorney accompanying the Bid.
- d. Bids determined to be substantially responsive will be checked by HITES for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :
  - i. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
  - ii. Incorrectly added totals will be corrected.
  - iii. In case of any clerical error between the rates indicated in figures

and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail

- e. The Bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

#### **4.6 Final Ranking:**

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

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

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

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

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

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

Sl. No.	Document	Mode of submission	Page no.
<b>TECHNICAL PACKAGE</b>			
1.0	Form of Bid- (Form A)	Online	
2.0	Tender Processing Fee	Online & Hard Copy	
3.0	Bid Security (Form B)	Online & Hard Copy	
4.0	Power of attorney for person signing the Bid (Form D)	Online	
7.0	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (Form G)	Online	
8.0	Initialed Bid Documents	Online	
9.0	Documentation of Experience of successfully completing projects of similar nature in the form T-I(A)	Online	
10.0	Details of Healthcare Projects completed in the Last Seven Years meeting the eligibility criteria as per Clause 2.2 in the form T-1(B)	Online	
11.0	Performance Report certificate issued by client T-1(C)	Online	
12.0	Financial Information in Form T-I(D).	Online	
13.0	Undertaking that Bidder is not blacklisted / debarred, Form T-1(E)	Online	
14.0	Form T-2 – Details of the Team Leader & Team members	Online	
<b>FINANCIAL PACKAGE</b>			
15.0	Financial bid	Online	

## **FORMATS & ANNEXURES**

To,  
(RFP Inviting Authority)

**FORM OF BID**

\_\_\_\_\_ (HITES Address)

1. Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Scope of Work & Terms of Payment, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Scope of Work & Terms of Payment, Notice Inviting Bids, Instruction to Bidders and addenda for **Preparation of Master Plan & Concept Designs and Detailed Project Reports for -----**.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold HITES responsible on any account in this regard.
3. We acknowledge that the Appendix forms an integral part of the Bid.
4. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated period to be calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
5. If our Bid is accepted, we will furnish a bank guarantee, within 07 days of issue of Letter of Award as Performance security for the due performance of the Contract.
6. We agree to abide by our bid in response to this RFP for a minimum period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
7. We agree to abide by the modifications/ amendments by HITES in the terms and conditions of the RFP.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HITES, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

11. We enclose;

- a. All documents as per the checklist
- b. Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) issued by \_\_\_\_\_ (name of the bank) valid until \_\_\_\_\_ towards Bid Security

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

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

Dated this.....day of.....**2023 Signature**

.....

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

.....

..... Telephone / Mobile No:

.....

Witness – Signature .....

**Name** .....

**Address**

.....

.....

**Occupation**

.....

.....

**Telephone / Mobile No:**

.....



**APPENDIX TO THE FORM OF BID**

i.	Amount of bank guarantee as Performance Security	Three percent (3%) of the Total Contract Price (Assignment Fee).
ii	Date of commencement of work	From the date of issue of Letter of Award
iii	Time for completion from the date of issue of the Letter of Award	<p>Master Plan &amp; Concept Designs :            2 (Two) calendar months from the date of start of work</p> <p>Other deliverables as per Scope of work given :6 (Six) calendar months from the date of start of work or till receipt of all statutory approvals &amp; clearances required up to commencement of construction work.</p>
iv.	Period of validity of Performance Security from the date of completion of all contractual obligation of Architectural Consultant	60 days

Signature (Authorized Signatory)

Date .....

Name .....

Place .....

Address .....

## Form B

### Format for Bid Security (BANK GUARANTEE)

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

WHEREAS.....(Name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated\_\_for providing -----

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

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

1. We further agree as follows:
  - a. That HITES may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said Bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between HITES and the Bidder.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our bank or in the constitution of the Bidder.
  - c. That any account settled between HITES and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this guarantee commences from the date hereof and shall remain in force till----- (date to be filled up) (up to 180 days from the original last day of submission of bid as per NIT).
  - e. That the expression „the Bidder“ and „the Bank“ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
2. The conditions of this obligation are:
  - a. if the Bidder withdraws his Bid during the period of Bid Validity, or
  - b. if the Bidder does not accept the correction of his Bid Price as corrected by the Evaluation Committee
  - c. if the Bidder having been notified of the acceptance of his Bid by HITES during the period of Bid Validity :
    - (i) fails or refuses to furnish the required Performance Security for the amount equal to 3% of the Contract price (Assignment Fee)
    - (ii) fails or refuses to enter into a Contract within 15 days of notification of the acceptance of his bid by HITES

We undertake to pay to HITES upto the above amount upon receipt of his first written demand, without HITES having to substantiate his demand provided that in his demand HITES will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

Signature of the witness

.....

..... Name of the

Witness

.....

..... Address of the

Witness

.....

Signature of .....

Authorized official of the Bank

Name of official ..... Designation

.....

Stamp/Seal

of the Bank .....

**Format for Performance Security (BANK GUARANTEE)**

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

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

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

1. Now we the undersigned \_\_\_\_\_(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_(Full name of Bank), hereby declare that the said Bank will guarantee HITES the full amount of Rs. \_\_\_\_\_ as stated above.
2. On or before, the Architectural Consultant has signed the aforementioned Contract with HITES, the Bank is engaged to pay HITES, any amount up to and inclusive of the aforementioned full amount upon written order from HITES to indemnify HITES for any liability of damage resulting from any defects or shortcomings of the Architectural Consultant or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by HITES immediately on demand without delay without reference to the Architectural Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Architectural Consultant. The Bank shall pay to HITES any money so demanded notwithstanding any dispute/disputes raised by the Architectural Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period of sixty days beyond the successful completion of all contractual obligation of Architectural Consultant.
4. At any time during the period in which this guarantee is still valid, if HITES agrees to grant a time extension to the Architectural Consultant or if the Architectural Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by HITES and at the cost of the Architectural Consultant.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Architectural Consultant.
6. The neglect or forbearance of HITES in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving

of time by HITES for the payment hereof shall in no way relieve the bank of their liability under this deed.

7. The expressions “HITES”, “the Bank” and “the Architectural Consultant” hereinbefore used shall include their respective successors and assigns.

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

----- (Month) **2023**

being herewith duly authorized.

For and on behalf of

The ..... Bank.

Signature of authorized bank official

Name: .....

Designation: .....

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

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

**NOTE:** As per Ministry of Finance guidelines the value of Performance Security has been reduced to three (3) percent till 31.03.2023. Accordingly, in the RFP to be invited after 31.03.2023, the Performance Security to be as per guidelines issued by GOI..

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

Know all men by these presents,  
We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for providing \_\_\_\_\_, including signing and submission of all documents and providing information / responses to HITES, representing us in all matters before HITES, and generally dealing with HITES in all matters in connection with our Bid for the said Project.

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

Dated this .....Day of .....2023

..... (Executants)

*Note:*

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

**Form F****FORM OF CONTRACT AGREEMENT**

This agreement is made at -----on the \_\_\_\_\_ day of \_\_\_\_\_ **2023** Between HLL Infra Tech Services Ltd.(HITES) hereinafter called "HITES" of the one part and \_\_\_\_\_(Name of the Architectural Consultant) (Address \_\_\_\_\_ of the \_\_\_\_\_ Architectural Consultant) of \_\_\_\_\_ hereinafter called "the Architectural Consultant" of the other part.

WHEREAS HITES is desirous that certain Services should be provided and certain works should be executed for \_\_\_\_\_ ----- and has accepted a Bid by the Architectural Consultant for providing such services as well as guarantee of such services and the remedying of defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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



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

For and on behalf of the Architectural Consultant

For and on behalf of HITES

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Architectural Consultant

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Architectural Consultant in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

on behalf of HITES in the presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

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

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

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

## FORM-G INTEGRITY PACT

To,

-----  
-----

Sub: Submission of Bid for the \_\_\_\_\_.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

### **INTEGRITY AGREEMENT**

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

#### **BETWEEN**

HLL Infra Tech Services Ltd.(HITES), represented through, the -----  
-----, HLL Infra Tech Services Ltd.(HITES) as Executing Agency of BHU, Varanasi for this project (Hereinafter referred as the “**Executing Agency**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **AND**

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

#### **Preamble**

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

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

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

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

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

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

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

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

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

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

It is required that each Bidder/Architectural Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- (1) The Bidder/ Architectural Consultant commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder/ Architectural Consultant will not, directly or through any other person or firm, offer, promise or give to any of the Executing Agency's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder/ Architectural Consultant will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder/ Architectural Consultant will not commit any offence under the relevant IPC/PC Act. Further the Bidder/ Architectural Consultant will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Executing Agency as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder/ Architectural Consultant of foreign origin shall disclose the names and addresses of representatives in India, if any. Similarly Bidder/ Architectural Consultant of Indian Nationality shall disclose names and addresses of foreign representatives, if any.
- (2) The Bidder/ Architectural Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

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

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

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

- (2) Forfeiture of EMD/Performance Security: If the Executing Agency has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Executing Agency apart from exercising any legal rights that may have accrued to the Executing Agency, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidder/ Architectural Consultant.
- (3) Criminal Liability: If the Executing Agency obtains knowledge of conduct of a Bidder/ Architectural Consultant, or of an employee or a representative or an associate of a Bidder or Architectural Consultant which constitutes corruption within the meaning of IPC Act, or if the Executing Agency has substantive suspicion in this regard, the Executing Agency will inform the same to law enforcing agencies for further investigation.

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

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State

Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Architectural Consultant as deemed fit by the Executing Agency.
- (3) If the Bidder/ Architectural Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Executing Agency may, at its own discretion, revoke the exclusion prematurely.

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

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

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

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

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

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

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

.....

(For and on behalf of Executing Agency)

.....

(For and on behalf of Bidder/Architectural Consultant)

WITNESSES:

1. ....

(Signature, name and address)

2. ....

(Signature, name and address) Place:

Dated :



**APPENDIX 1**  
**Formats for Technical Bid**

**FORM –T-1(A)**

**DETAILS OF THE ASSIGNMENTS OF SIMILAR NATURE MEETING THE ELIGIBILITY CRITERIA AS PER CLAUSE 1.3 COMPLETED IN THE LAST SEVEN YEARS**

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

**FORM T-1(B)**

**Details of ----- Projects completed in the Last Seven Years meeting the eligibility criteria as per Clause -----**

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

<b><i>Name of assignment &amp; location</i></b>			Page No. of RFP for cross referencing and verification of information
<b>Project detail</b>	No. Of beds	Area	
<b>Commencement date</b>	Scheduled	Actual	
<b>Completion Date of Physical completion of work at site</b>	Scheduled	Actual	
<b>Reasons for delay, if any</b>			
<b>Services Provided</b>	Master Planning		
	Concept Designing		
	Architectural designs		
	Structural designs		
	MEP designs		
	Quantity Surveying		
	Any other Services		
<b>Name of Associated firm(s), if any</b>			
<b>Services provided by the Associated firm(s)</b>	Master Planning		
	Concept Designing		
	Architectural		

	designs		
	Structural designs		
	HVAC designs		
	Electrical designs		
	Quantity Surveying		
	Equipment planning		
	Any other		
<b>Name of Senior Staff Project Director, Team leader involved &amp; functions performed</b>			
<b>Narrative description of project including size, features etc.</b>	Use up to a quarter page		
<b>Description of actual services provided</b>	Use up to a quarter page		
<b>Proof of having completed the work to the satisfaction of Client</b>			
<b>Name, Contact details &amp; address of Clients Officer to whom reference may be made</b>			

### Signature

#### Note:

1. Bidders are required to page no. their Bid document and for cross referencing and verification of information mention in the above matrix the page no. at which the details are enclosed in their Bid
2. Use separate sheet for each project/ for each member as is appropriate
3. Only physically complete projects shall be considered for evaluation for which the letter of award and successful completion certificate issued by the Owner/Client are enclosed.
4. The evaluation shall be based on the qualitative aspects of the bidders work,

therefore, please indicate the salient features of the work undertaken including all such factors like time/ Cost / quality aspects. You may enclose photographs etc. to substantiate on the same

**FORMAT OF WORK EXPERIENCE CERTIFICATE (issued by Client)**

01.	Name of Agency		
02.	Name of Client & Address		
03.	Name of work / Project & Location		
04.	Agreement No.		
05.	Scope of work / services provided	<b>Scope</b>	<b>Service provided (Yes/No)</b>
		Master Planning	
		Concept Designing	
		Architecture Designs	
		Structural Designs	
		MEP Designs	
		Quantity Surveying	
		Any other Services	
06.	Whether Work is physically completed at site	YES / NO	
07.	Date of Start		
08.	Date of physical completion of all work at site :		
	i) Stipulated date of completion		
	ii) Actual date of completion		
09.	Amount of compensation levied for delayed completion, if any		
10.	i) General /Super-specialty/ Multi-specialty hospital		

	ii) No of Beds in Hospital		
	iii) Teaching Facility applicable (with details of admissions per year)		
11.	Overall Performance Report :	(Satisfactory / Not Satisfactory)	
12.	Name of Associated firms & Services provided by them, any	<b>Name of Firm</b>	<b>Service provided</b>

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

Signature :

Name :

Designation :

Contact No. :

Email-id :

Executive Engineer or Equivalent

**FORM T-1(D)**  
**Financial Capacity of the Bidder**

**(Rs. In lacs)**

Financial Year {Details to be provided for immediately preceding 3 years}	Financial turn over from consultancy assignments/professional fee of bidder
FY 2020-21	
FY 2021-22	
FY 2022-23	
Average Annual Turnover over the past three years	

Financial Year {Details to be provided for immediately preceding 5 years}	Net Profit after Tax, Interest & Depreciation of bidder
FY 2018-19	
FY 2019-20	
FY 2020-21	
FY 2021-22	
FY 2022-23	

**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 Auditor firm:  
 Seal of the audit firm  
 FRN No. \_\_\_\_\_  
 (UDIN)

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), etc. The audited financial statements along with Form T-1(D) should be certified by Chartered accountant / Certified public accountant/ Registered Accounts Practitioner.



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

**UNDERTAKING**

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

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby confirmed M/s \_\_\_\_\_ have not been blacklisted/ debarred by HLL Lifecare Ltd. & its subsidiaries, Ministry of Health and Family Welfare or Ministry of Finance, GOI from participating in the present tender on the bid due date
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HITES.

Signed by an Authorized Officer of the Bidder

**QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS**

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

Note: Use separate sheet for each client

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

**ANNEXURE – I****AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)**

(To be submitted in Envelope-1)

Affidavit of Mr.....S/o.....

R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s  
.....  
Having its Head Office/Regd. Office at  
.....  
.....

2. That the information/documents/Experience certificates/Bank Guarantee(s) submitted by M/s..... along with the tender for .....  
(Name of work).....To HLL Infra Tech Services Ltd. are genuine and true and nothing has been concealed.

3. I shall have no objection in case HITES verifies those from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case HITES demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, HITES at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues as per HITES policy.

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of .....

**DEPONENT****ATTESTED BY (NOTARY PUBLIC)**

**ACCEPTANCE OF RFP CONDITIONS**

From: *(To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney/as per Board Resolution)*

To,  
(RFP Inviting Authority)

Sub: Name of the work & RFP No.:

Dear Sir,

- 1 This has reference to above referred tender. I/We have read/viewed all the tender terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- 2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

Yours faithfully,

Dated \_\_\_\_\_

(Signature of the tenderer)  
With rubber stamp

## Site Plan (Tentative Location)



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

**As**

**Executing Agency of  
Banaras Hindu University (BHU)**

**Invites**

**Request for Proposal (RFP)**

**For**

**“Appointment of Consultant for Preparation of Master Plan & Concept Designs and Detailed Project Reports for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)”**

**Volume II**

**General Conditions of Contract**



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

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

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



## **General Conditions of Contract**

### **1. DEFINITIONS**

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

- 1.1. **“Assignment”** means the work to be performed by the Architectural Consultant pursuant to the Contract.
- 1.2. **“Authorized Representative”** shall mean the representatives of "HITES" and/or Architectural Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 1.3. **“Contract”** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Scope of Work & Payment Terms, Client’s Requirements, Architectural Consultant’s Bid Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.
- 1.4. **“Day”** means calendar day.
- 1.5. **“Architectural Consultant”** shall have the same meaning as Successful Bidder/Tenderer and with whom the Contract Agreement has been signed.
- 1.6. **“Government”** means the Government of India.
- 1.7. **“MoHFW “** means Ministry of Health & Family Welfare, Govt. of India
- 1.8. **“AIIMS, Bhopal”** means All India Institute of Medical Sciences, Bhopal
- 1.9. **“HITES”** shall mean HLL Infra Tech Services Ltd.(HITES) having its registered office at HLL Bhavan, Golden Jubilee Block, Poojappura PO, Thiruvananthapuram-695 012 and its corporate office at B-14A, Sector-62, Noida, U.P. 201307 who has been appointed by AIIMS, Bhopal as Executing agency/PMC for this project and who will supervise the work of Architectural Consultant for which this RFP has been invited
- 1.10. **“Parties”** means HITES and Architectural Consultant, each one individually referred to as Party.
- 1.11. **“NIT” or “Notice Inviting Tender”** (Section 1 of RFP) means the Notice Inviting Tender issued by HITES which provides bidders with information needed to prepare their bids.
- 1.12. **“Bid”/“Proposal”** shall mean the signed Technical and Financial offer submitted by the Bidder in response to this RFP
- 1.13. **“Project Monitoring Committee”** means the Committee set up by HITES for the purpose of Monitoring of progress of the Project
- 1.14. **“Project”** shall mean (Brief of services with Name of project) in line with the scope of work of Architectural Consultant.
- 1.15. **“RFP”** means the Request for Proposal prepared by HITES for the Selection of Architectural Consultants.
- 1.16. **“Services”** shall mean the services to be provided by the Architectural Consultant as per the scope of work for the Project
- 1.17. **“Start of Work”** shall mean the date of commencement of works by the Architectural Consultant.

## **2. INTERPRETATION**

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

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

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

## **4. DRAWINGS AND DOCUMENTS**

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

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

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

## **5. GUARANTEES AND LIABILITIES**

### **5.1. General**

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

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

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

The Architectural Consultant shall be liable to HITES for the performance of

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

### **5.3. Performance Security**

- i. The Architectural Consultant shall submit an irrevocable Performance Security of 3% (three percent) of the agreed contracted amount (Assignment Fee) in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provision in the contract) within 7 days of issue of letter of Award. This period can be further extended by HITES up to a maximum period of seven days on written request of the Architectural Consultant stating the reason for delay in procuring the Bank Guarantee, to the satisfaction of HITES. This Security shall be in the form of Insurance Surety Bonds/ Deposit at Call receipt of any Schedule bank/Banker's Cheque of any schedule bank/ Demand Draft of any scheduled/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India in accordance with the form-C annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the Architectural Consultant to the Government as part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Architectural Consultant and the Architectural Consultant shall forthwith on demand furnish additional security to the Government to make good the deficit.
- ii. The Performance Security shall be initially valid up to the stipulated date of Completion of all contractual obligations of the Architectural Consultant plus 60 days beyond this date. In case the time for this completion of gets enlarged, the Architectural Consultant shall get the validity of Performance Security extended to cover such enlarged time for completion. The performance Security shall be returned to the Architectural Consultant, without any interest on approval of completion drawings by the local bodies and completion of his all contractual obligation.
- iii. HITES shall not make a claim under the Performance Security except for amounts to which HITES is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the Architectural Consultant to extend the validity of the Performance Security as described herein above, in which event HITES may claim the full amount of the Performance Security.
  - b) Failure by the Architectural Consultant to pay HITES any amount due, either as agreed by the Architectural Consultant or determined under any of the Clauses/Conditions of the agreement, within 15 days of the service of this effect by HITES.
- iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance security shall stand forfeited in full and shall be absolutely at the disposal of HITES.

## **6. ABANDONMENT OF WORK**

- 6.1. If the Architectural Consultant abandons the work for any reasons

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

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

## **7. ASSIGNMENT FEES**

HITES shall pay to the Architectural Consultant, an Assignment fee of a sum of the quoted percentage of fee for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, Goods & Services Tax as applicable. No extra cost shall be admissible for any modification in designs as per site requirement or HITES requirement. No variation in contract price (Assignment Fee) shall be admissible whatsoever may be the reason. All the stage payments shall be done after approval of deliverables by HITES as defined in the Clause 3.3.1, under Section 3, Vol.-I, of RFP.

## **8. DELIVERABLES, TIME AND PAYMENT SCHEDULE:**

- a. The overall completion period for the execution of this project from the date of commencement of work shall be as mentioned in NIT.
- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.

c. Escalation/Price Variation

No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

## **9. Taxes and duties**

- i. The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract.

The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.

- ii. Notwithstanding anything contained in clause 6.1 the Architectural Consultant shall ensure payment of appropriate tax on the supplies made

under the contract. The Architectural Consultant shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that HITES can avail credit of such tax, wherever applicable. The Architectural Consultant shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The Architectural Consultant shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the tax, duties, levies, cess, etc. HITES would have right to seek necessary evidence that the Architectural Consultant is registered under the law and duly discharging its obligations under the tax law, enabling HITES to avail input tax credit.

- iii.** In case any law requires HITES to pay tax on the contract price on reverse charge basis, the amount of tax deposited by HITES would be considered as paid to the Architectural Consultant and, accordingly, the price payable to the Architectural Consultant would stand reduced to that extent.
- iv.** In case the Architectural Consultant does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to HITES showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to HITES, the amount equivalent to such tax shall be deducted from the contract price.
- v.** Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the consultant.
- vi.** Tax deduction at source, if any, shall be made by HITES as per law applicable from time to time from the amount payable to the consultant.
- vii.** The Architectural Consultant has to register himself in GST Act as per applicable law and submit the details as per annexure-XIII under Section-6.
- viii.** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- ix.** Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfills all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
- x.** Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate



- xi.** It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them
- xii.** As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- xiii.** In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act

## **10. LIQUIDATED DAMAGES**

The time allowed for carrying out the work as specified in Section-1 Detailed Notice Inviting 'Request for Proposal shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.

The Architectural Consultant will be required to complete the entire job within stipulated time. No extension of time for completing the same shall be given owing to any variations made in the works by the orders of the clients, unless the clients in consequences of such variations extends the time allowed to HITES for the completion of the works.

In case the Architectural Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant. HITES shall be entitled to deduct such damages from the dues that may become payable to the consultant. If the work is held up at site due to non-availability of Drawings/Specifications/Other Details as per mutually agreed schedule penalty, proportionate to the value of the work which is held up, shall be imposed on the consultant.

## **11. EXTENSION OF TIME**

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

## **12. VARIATION CLAUSE**

The work shall be awarded on Percentage of Fee basis. Total tentative area for the facilities required to be set up is as listed in Volume-III of the RFP is approx. 18500 sqm. This area is indicative. The same is not to be linked to Fees and the payable Fee shall be restricted to only upto the approved DPR cost and corresponding area. In case the area is beyond the permissible variation then the Architectural Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional

requirements.

Any variation to attain fitness for purpose within the scope of works shall be met by the Architectural Consultant without any extra cost.

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

### **13. INDEMNITY**

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

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

Architectural Consultant shall indemnify and hold HITES harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against HITES by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Architectural Consultant and furnished to HITES.

### **15. CONFIDENTIALITY**

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

### **16. FORCE MAJEURE**

- 16.1. For the purposes of this Agreement, "Force Majeure" means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 16.2. Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.



- 16.3. The Architectural Consultant shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 16.4. Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.
- 16.5. Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

## **17. STATUTORY REQUIREMENTS**

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

## **18. CHANGES AND ADDITIONS IN ARCHITECTURAL CONSULTANT'S SCOPE OF WORK**

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

## **19. CONTRACT PERIOD**

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

## **20. PUBLICATION**

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

## **21. SUSPENSION & TERMINATION**

### **21.1. Suspension**

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

### **21.2. Termination**

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

If as a result of Force Majeure, the Architectural Consultant is unable to perform Service for a period of more than 60 days, HITES shall have the right to terminate this Agreement on account of Force Majeure, as set forth in clause 15.0

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

In the event the Architectural Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then HITES

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

#### 21.2.3. Termination for unsatisfactory performance

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

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

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

#### 21.2.6. Consequences of termination

21.2.7. In all cases of termination herein set forth, the obligation of HITES to pay for Architectural Consultant's performance shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

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

## 22. ASSIGNABILITY

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

## 23. SETTLEMENT OF DISPUTES, JURISDICTION & APPLICABLE LAW

All disputes and differences arising out of this agreement may be resolved through discussions between the HITES and the Architectural Consultant within the purview of the agreement. If such discussions are not fruitful, the disputes shall be settled only by the Court of law.

This Agreement shall be governed by the laws of India for the time being in force. Notwithstanding any other Court or Courts having jurisdiction to decide the disputes forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement shall lie only in the Court of Competent Civil Jurisdiction in this behalf at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

## 24. NOTICES

\_\_\_\_\_ (a) Subject to any provisions in the Contract Documents to the contrary, any

notice, or communication sought to be served by the Architectural Consultant on HITES with reference to the Agreement shall be deemed to have been sufficiently served upon HITES (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorized Representative of HITES as defined in the Conditions of Agreement.

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

## **25. INDEPENDENT AUDIT**

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

## **26. LANGUAGES & LAW**

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

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

27.1. The Architectural Consultant shall not, without the written consent, of HITES assign/sub-contract the complete/part work to any other consultant/agency .

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

## **28. ARCHITECTURAL CONSULTANT'S ACTION REQUIRING HITES'S PRIOR APPROVAL.**

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

## **29. ARCHITECTURAL CONSULTANTS' PERSONNEL**

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

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

acceptable to HITES.

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

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

- 30.1. All the documents, designs, reports and any other details envisaged under this agreement shall be supplied in eight copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. The Architectural Consultant shall supply required sets of each of drawing to HITES in hard, dwg & PDF Format. Drawings shall be prepared on AutoCAD. If there is any revision in any drawing/document for any reason, eight copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of HITES/ AIIMS, Bhopal.
- 30.2. The drawings cannot be issued to any other person, firm or authority or used by the Architectural Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HITES and / or his authorized representative.

### **31. GENERAL**

- 31.1. The Architectural Consultant shall be fully responsible for the completeness and technical soundness of the proposal including those of specialists engaged if any, by him.
- 31.2. HITES will have the liberty to supervise and inspect the work of Architectural Consultant and/ or his sub-Consultants at any time by any officer nominated by him who shall be at liberty to examine the records/documents.
- 31.3. All technical Proposals shall be based on and comply with the National Building Code of India (latest edition) and/or local bye-laws, environmental regulations and design norms and sound engineering practices and NABH for hospital design, etc.
- 31.4. The Architectural Consultant shall render full assistance, guidance and advise in general to HITES on any matter concerning the technical aspects of the project.
- 31.5. The Architectural Consultant shall promptly notify HITES of any change in the Constitution of his firm. It shall be open to HITES to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to HITES. But until its termination by HITES as foresaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.
- 31.6. The Architectural Consultant shall during the period of this assignment, and till the satisfactory completion of the project, act as Architectural Consultant

and give related advice regarding the project.

- 31.7. The professional fees of the Architectural Consultant shall be inclusive of all cost related to visits to the site, attending meetings, and conferences and making suitable presentations. These shall be governed as detailed in clause 7 of the RFP.
- 31.8. Architectural Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings
- 31.9. The Architectural Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 31.10. Any terms not laid down, which may arise out of this Agreement, will be dealt with through mutual consultations
- 31.11. The Architectural Consultant shall inform HITES about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtains prior written approval of HITES for such engagement. However, the Architectural Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.
- 31.12. The Architectural Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.
- 31.13. It shall be responsibility of the Architectural Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
- 31.14. The Architectural Consultant hereby agrees that the fee to be paid as provided in this agreement shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- 31.15. The drawings, design, related details, and specifications prepared and acquired by the Architectural Consultant for the work entrusted to him under this agreement shall become the property of HITES. The drawings, design, plans related details, and specifications shall not be issued to any other person, firm or authority or used by the Architectural Consultant for any other project without the prior permission of HITES.
- 31.16. The Architectural Consultant shall not assign, sub-let, transfer any obligation or right of the Architectural Consultant under this agreement without the written consent of HITES.
- 31.17. Without prejudice to any other remedy available in the Contract, the Architectural Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HITES in defending themselves against such claims.

### **32. Sub-contracting**

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



### **33. Available Information**

The Site Survey/Topographical plan shall be made available by HITES to the Architectural Consultant for assistance in preparation of his Bid.

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

### **34. Quality Assurance**

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

### **35. Ownership of the Designs and Drawings**

All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to AIIMS, Bhopal /HITES and AIIMS, Bhopal /HITES 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 AIIMS, Bhopal /HITES during the terms of the copyright and the Architectural Consultant shall be required/obliged to execute any deeds/ documents, as may be required or considered necessary, by AIIMS, Bhopal /HITES to give effect to and secure the abovementioned rights of AIIMS, Bhopal /HITES in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design or documents prepared by the Architectural Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Architectural Consultant in connection with the Project.

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

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

\*\*\*\*\*

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

**As**

**Executing Agency of**

**Banaras Hindu University (BHU)**

**Invites**

**Request for Proposal (RFP)**

**For**

**“Appointment of Consultant for Preparation of Master Plan & Concept Designs and Detailed Project Reports for setting up of 200 bedded National Centre of Ageing (NCA) at Banaras Hindu University (BHU), Varanasi (U.P.)”**

**RFP DOCUMENT: VOLUME – III  
FINANCIAL BID**



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

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

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

**VOLUME III**

**(To be submitted online only)**  
**Refer e-Procurement System at NIC"s**  
**(CPP Portal)**  
**<https://etenders.gov.in/eprocure/app>**



## GENERAL INSTRUCTION TO BIDDERS FOR e-TENDERING

1. This tender is an e-Tender and is being published online in Government eProcurement portal <https://etenders.gov.in/eprocure/app> .
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/ extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The NIT, corrigendum/extension will also be published in our company website, URL address: <http://www.hllhites.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids

in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

## 9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain „Login ID“ & „Password“ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days” time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC”s to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

## 9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### 9.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.

11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:

0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cppp-doe@nic.in

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

**HLL Infra Tech Services Ltd.**

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

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

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

(Designation of Tender Inviting Authority and Address of HITES office)

15. The bids shall be opened online at the Office of the Tender Inviting Authority in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

16. More details can be had from the Office of the Tender Inviting Authority during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

17. A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees shall be payable as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HITES website (URL address: <http://www.hllhites.com/tender>) and shall not be available

elsewhere.

- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

#### 19. Tender Document Fees and Bid Security (EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. (To be modified as per requirement)

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HLL Infra Tech Services Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HLL Infra Tech Services Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HITES in this regard shall be final and binding.

#### 23. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees and EMD.

Note:- It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.