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कार्यालय – कार्यपालक अभियन्ता, स्वास्थ्य अनुरक्षण मण्डल (उत्तरी)
OFFICE OF THE EXECUTIVE ENGINEER (C), H.M.D. (NORTH),
लोक निर्माण विभाग (रा०रा०क्षे०दि०) P.W.D. (GNCT OF DELHI)
डा० बी०एस०ए० अस्पताल परिसर, सैक्टर–6,रोहिणी, दिल्ली
Dr. B.S.A. Hospital Complex, Sector-6, Rohini, Delhi
Phone: 011-27933260: 011-27050898.
E-mail:eepwddelhihmdn@gmail.com

दिल्ली सरकार
PWD

No.: 23(NCH)/का०अभि०/स्वा०अनु०मं०(उ0)/लो०नि०वि०/2026–27/964 दिनांक: 29/05/26

To,

M/s Design Forum International
K-47, Kailash Colony Road,
Greater Kailash, New Delhi-110048

Subject: Debarment of M/s Design Forum International on account of not delivering the requisite drawings, designs, non-compliance with statutory compliance and consequential delay in Projects of ICU Hospitals of GNCTD at Raghubir Nagar & Sultanpuri, Delhi.

Sir,

Whereas, the work of Comprehensive Planning & Designing for construction of Semi-permanent/Temporary ICU Hospitals at Raghubir Nagar and Sultanpuri, Delhi was awarded vide Work Order No. 01/AE/HMSD-2(N)/PWD/2021-22 dated 28/05/2021.

Whereas the consultancy contract includes preparation of Preliminary plans, designs and specifications of buildings and getting approval from competent authority. It also includes preparation of Preliminary Estimates and carrying out detailed Geotechnical investigations, Traffic Study, topographical/site survey for preparation of detailed Architectural Drawing including all MEP services.

Whereas the consultancy contract includes submission of structural drawings and details of designs. It also includes preparation of tender document including BOQ for calling of tender including specification of each item and services to be included and modification, if required till its approval.

Whereas the consultancy contract includes coordination with Contractor for any modification in the Architectural/Services Drawing, vetting and issuing all good for construction/working drawing for all Civil works, Electrical, Mechanical & plumbing works.

Whereas the consultancy contract includes checking and vetting the construction methodology and shop drawings of critical items of work submitted by the contractor. It also includes supervision during execution, and submission of completion plans.

Whereas the consultancy assignment required a high degree of professional skill, care, diligence and foresight considering the critical nature of ICU hospital infrastructure.

Whereas, during execution of the projects, serious deficiencies were observed in discharge of consultancy obligations, including incorrect estimation, lack of due diligence at planning stage, non-submission of essential structural design data, delay in submission of drawings, approval of non-compliant designs, and lack of coordination, which adversely affected the progress of works.

Whereas, in order to afford an opportunity of being heard in compliance with the principles of natural justice, a detailed Show Cause Notice vide no. 23(NCH)/EE/HMD(N)/PWD/2025-26/2639 dated 31/12/2025 was issued to the firm, clearly setting out the aforesaid deficiencies and calling upon the firm to submit its explanation along with supporting documents.

Whereas, the firm submitted its reply vide letter no. DFI/PWDHOSP/060126 dated 06/01/2026, which has been duly considered along with the records available on file, and it is observed that adequate opportunity was afforded to the firm to present its case. The parawise reply to the reply of firm dated 06/01/2026 is as under: -

1. The contents of para 1 are wrong and hence denied. The Show Cause Notice has been issued strictly in accordance with the terms and conditions of consultancy contract due to various deficiencies in consultancy services, lack of due diligence in preparation of designs and estimate resulting in abnormal increase in cost of work and non-submission of drawings timely causing prolongation of construction contract.

2. Your assertions for appointment of consultant during second wave of COVID-19 are admitted partly, but you can not absolve yourself from your responsibilities to discharge your performance as per terms and conditions of the consultancy contract. Hence, the explanation furnished by the firm blaming COVID-19 conditions is not found acceptable, as the firm was fully aware of the prevailing circumstances at the time of bidding and had quoted his rates accordingly. The statutory approvals from DUAC, Fire, environmental clearances and tree cutting permissions are routine nature of activities involved in a new building construction project.

   It is a matter of serious concern that the cost of Raghubir Nagar Hospital increased from ₹338.48 Crore to approximately ₹531.58 Crore, reflecting an increase of about 57%, and the cost of Sultanpuri Hospital increased from ₹110.57 Crore to approximately ₹199.28 Crore, reflecting an increase of about 80% only due to preparation of deficient estimation either missing the items or inadequate quantitation of items required to complete ICU hospital to cater all requisite medical services to make it functional.

   Your contention that estimates were reworked, reduced/revised by PWD Officers are misconceived, afterthought, not tenable and hence denied. No documentary evidence has been produced in support of your submissions.

The escalation is found to be attributable to deficient preliminary estimates, inadequate site investigation, and omission of essential components from the BOQ/NIT, which were subsequently introduced as extra items and deviations at higher rates, thereby causing additional financial burden on the Government.

3. With regards to the issue of deviations and extra items, it is observed that despite repeated directions through various communications, the firm failed to provide satisfactory and technically justified reasons for large-scale deviations. The explanations submitted vide letters dated 20/12/2023 (**Annexure-B**) & 25/10/2025 (**Annexure-C**) in your reply are also examined and it is found that the reasons submitted for extra item & deviation are not technically justified/reasonable and not supported by any contemporaneous record. In this letter you have alleged that the changes were made as per direction of PWD but no reference/ correspondence has been provided in this regard. Hence, your contention that such changes were made at the instance of PWD is not substantiated and is therefore rejected. It is a matter of serious concern that you have not replied the D.O. letter issued by the Chief Engineer (Health) vide no. 23(253)/CEH/PWD/2024-25/3764 dated 08/10/2024 which reflects your ignorance and lackadaisical attitude towards the work.

4. Despite repeated requests/ directions issued through numerous letters cited in the Show Cause Notice, you have not provided the design calculations, DBR, structural model and load calculations etc. for the structural design of ICU hospitals till date. Again, you have not provided the same in your reply dated 06/01/2026 against Show Cause Notice dated 31/12/2025. Your statement "***Further we state that DBR was prepared along with GFC drawings and approved by the proof checking agency. Thus, finalized drawings were submitted to PWD***" is not acceptable and hence your reply in this regard is not satisfactory and you are grossly failed to provide the information/ details related to the structural design. This failure constitutes a serious breach of consultancy obligations and established engineering practices.

5. With regards to approval of shop drawing of metal fire door having larger vision panel area than specified in Code IS: 3614 : 2021 it is to submit that in reference to numerous letters cited in the Show Cause Notice the reply submitted vide your letter no. DFI/CH/FD/140923 dated 14/09/2023 is reproduced as below:

"***The Shop drawing of fire doors have been reviewed and approved in line with the Architectural intent only. The technical specification and other mandatory codes of fire safety are purview of the vendor/ manufacturer. It was the responsibility of the vendor/ manufacturer to highlight any deviation from the IS Code at the time of availing the approval. So, we request you to kindly raise the concerned to contractor/ supplier about the deviation from the IS codes***."

It is surprised to your reply dated 06/01/2026 in reference to Show Cause Notice wherein you have denied your letter dated 14/09/2023 and you have stated that you have not written any such letter. It is a matter of concern that you have neither denied your letter dated 14/09/2023 nor replied this office letter no. 2683 dated 23/09/2023, 3116 dated 14/11/2023 & 29 dated 03/01/2024 wherein it was continuously requested to submit your explanation/ clarification

regarding approval of metal fire door shop drawing and reference of your letter dated 14/11/2023 was mentioned in all these letters referred above. Now at this stage denial of your letter clearly reflects your melafide intention to escape from your responsibility only. Such conduct adversely affects the credibility and reliability of the firm.

6. With regard to delay in submission of approved GFC drawings, shop drawings and Technical Data Sheets, it is observed that despite repeated requests and directions issued by the Executive Engineer (Electrical), HPED through various communications cited in the Show Cause Notice, the firm has failed to furnish any satisfactory explanation or supporting record justifying such delays, which have consequently contributed to overall delay in execution of the project. The contention of the firm that the stipulated completion period of five (05) months was fixed by the Department is not tenable, as the consultancy assignment entrusted to the firm expressly included comprehensive planning and designing, preparation of conceptual plans, preliminary and detailed estimates, NIT, detailed working drawings, coordination during execution, and submission of completion plans. The firm had accepted the assignment with full knowledge of the scope, complexity and timelines involved, and therefore cannot seek to attribute delays to the prescribed completion period at this stage. The failure to provide timely design deliverables reflects lack of due diligence and constitutes a breach of contractual obligations on the part of the firm.

7. With regard to your contention that revised plans were prepared pursuant to change in scope from ICU Hospitals to General Hospitals with provision of additional services, the same is noted and partly admitted; however, such subsequent modifications do not absolve the firm of its responsibility for deficiencies in the original consultancy services. The record indicates that the lapses in estimation, planning and design existed at the initial stage itself and are attributable to lack of due diligence and professional care on the part of the firm. Therefore, the said contention is not sufficient to exonerate the firm from its contractual obligations or the consequences arising from its deficient performance.

8. With regard to your contention that no provision for penal recovery exists under Clause 4.1 of the consultancy agreement, the same is noted; however, the absence of a specific penal clause does not absolve the firm of its responsibility for deficient performance of contractual obligations. The record establishes that the firm's lapses in planning, estimation, design coordination and timely submission of deliverables have contributed to abnormal delay in completion of the project as well as substantial increase in project cost. Such deficiencies amount to breach of professional obligations and contractual duties, and therefore the said contention is not tenable as a defence against the consequences arising out of your deficient consultancy services.

9. Whereas, from the above facts, it is established that the firm failed to exercise reasonable professional skill and care, exhibited deficiencies in estimation and planning, failed to discharge essential contractual obligations, and acted in a manner which adversely affected project execution and public interest.

10. It is submitted that the Show Cause Notice has been validly issued in accordance with the terms and conditions of the contract, after due consideration of the facts and

circumstances of the case. There exists no ground, either in fact or in law, warranting withdrawal of the said Notice.

Whereas, the reply submitted by the firm does not satisfactorily explain or rebut the deficiencies established on record and is therefore found to be unsatisfactory, unsupported by evidence and devoid of merit.

Now, therefore, after due consideration of the entire material on record, the reply dated 06/01/2026 submitted by M/s Design Forum International is hereby rejected.

Accordingly, in exercise of powers conferred under the consultancy agreement and applicable administrative provisions, and keeping in view the nature and gravity of lapses, **M/s Design Forum International is hereby debarred, with immediate effect, from participating, directly or indirectly, in any tenders/works of PWD, GNCTD for a period of two (02) years from the date of issuance of this order**.

This order is a reasoned and speaking order passed after affording due opportunity to the firm and is issued in the interest of maintaining integrity, accountability and efficiency in public works. This action is without prejudice to any other remedies available under the contract or law, including recovery of losses or damages, if any.

No further correspondence in this matter shall be entertained.

This issues with the approval of the Competent Authority.

Yours faithfully

/

(Pawan Kumar)
Executive Engineer (HMD) North
PWD, GNCTD

Copy (N.O.O.) :

1. Addl. Chief Secretary, PWD GNCTD, 3rd Floor, MSO Building, New Delhi.
2. Engineer-in-Chief, PWD GNCTD, 12th Floor, MSO Building, New Delhi.
3. Pr. CE (Projects), PWD GNCTD, 9th Floor, MSO Building, New Delhi.
4. Pr. CE (M&F), PWD GNCTD, 12th Floor, MSO Building, New Delhi.
5. All CEs, SEs & EEs of PWD GNCTD.
6. PWD Website.

29/05/26

Executive Engineer (HMD) North
PWD, GNCTD