

**EXPRESSION OF INTEREST
DOCUMENTS
FOR
EMPANELMENT
OF
ARCHITECTURAL
AND
DESIGN CONSULTANTS**

**Notice Inviting Expression of Interest for Empanelment of
Architectural & Design Consultant**

The Bihar Industrial Area Development Authority (BIADA), a Government of Bihar Undertaking situated at 1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna would like to invite **(a)** registered architectural & Design Companies to participate for the empanelment for the **Provision of Architectural & Design Consultancy for Construction Works related to Infrastructure executed by BIADA**, and **(b) Individual Architect** for the empanelment of individual consultants for renovation & interior works executed by BIADA, to submit their Expression of Interest (EOI) for three years initially and can be extended on the basis of performance. The EOI & accompanying documents must be submitted till 15.00 Hrs. on 25.07.2017 and in sealed envelope addressing **Executive Engineer**, BIADA clearly mentioning the EOI for empanelment of architectural and design consultancy or for empanelment of individual consultant as the case may be. For any clarification Executive Engineer may be contacted on Mob. No. 9431432232.

Sd/-

Executive Engineer

Details:

1. The EOI may be dropped in the tender box of BIADA or may be sent through post on the Address **Executive Engineer, Bihar Industrial Area Development Authority, 1st Floor Udyog Bhawan, East Gandhi Maidan, Patna-800004 (Bihar)**.
2. The EOI received after schedule date & time of submission can not be accepted.
3. The EOI documents can be seen/ downloaded from our website www.biadabihar.in or may be obtained from the office from 10.07.2017 to 20.07.2017 till 15.30 Hrs. on payment of Rs. 25000/- (Refundable) for each empanelment in form of bank draft from scheduled /nationalized bank in favour of Bihar Industrial Area Development Authority, payable at Patna.
4. Interested Companies/ Individuals downloading EOI documents from the website may submit the bank draft of Rs. 25,000/- (Refundable) along with the EOI.
5. The EOI should be submitted in two bids systems (Technical and Financial separately in one cover envelope).
6. Pre Bid Meeting will be held on 17.07.2017 At 11.00 am in the Conference Hall of BIADA.
7. BIADA reserves the right to accept or reject any or all EOI without assigning any reason.

Sd/-

Executive Engineer

Letter No.-----/

Dated -----

Copy To:- 1) Public relation officer for publication on notice board.

2) Computer programmer for uploading on authority website.

Executive Engineer

SECTION 1

INSTRUCTION TO CONSULTANTS

(ITC)

1. **Objectives:**

BIADA, Patna requires the services of suitably qualified and registered Consultant Companies to provide architectural and design consultancy in order to ensure that construction works are planned, designed and scheduled in accordance with the standard fixed by the National standard and codes to the satisfaction of the BIADA. The consultant company will be required to have Team of suitably qualified & experienced engineers and other professionals with modern designing, drawing and planning software and facilities, being competent to carry out all of related duties.

2. **Scope of Work:** The consultant shall faithfully, expeditiously, economically and honestly perform the following service;

- 2.a. Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client and BIADA and obtaining requirements of projects and attending meetings at site of work or BIADA Office, Client's Office as and when required by BIADA.
- 2.b. To conduct detailed survey and soil investigation for the site of the project.
- 2.c. Preparation and submission of project report based on requirement of project and interaction with BIADA/Client and submission of "cost estimates" indicating specifications to be adopted for various structures/ services for getting necessary approval from the client.
- 2.d. Preparation and submission of detailed "master plan" of entire complex for obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and statutory bodies wherever required.
- 2.e. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every structure including internal services complete for getting necessary approvals from client and statutory bodies wherever required.
- 2.f. Preparation and submission of detailed Architectural drawings, designs and specifications for structure suitable for construction and releasing to site for getting necessary approval from Client wherever required.
- 2.g. Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings. Structures suitable for construction and release at site including getting necessary approvals from client.
- 2.h. Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by BIADA/client) based on approved Architectural drawings.
- 2.i. Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, HVAC, lifts, telephones, EPABX, public address system, communication, networking,acoustics and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from Client.

- 2.j.** Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewerage, water supply in-take arrangements, roads, streets lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site for getting necessary approvals from Client.
- 2.k.** Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses 3,1,5,3,1,6, to 3.1.9 along with 6 sets of drawings for the purposes of inviting tender. Consultant will provide market rate justification in case of non schedule items based on the **patatre** of CPWD market rate analysis/ as per BIADA requirements.
- 2.l.** Carrying out all modifications/ deletions/ addition in design/ drawings/ documents as required by client and BIADA for proper execution of works at site till completion and handing over of the project to the client.
- Periodic supervision on request of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.
- 2.m.** Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client.

3. Eligibility

- i.** All participants shall furnish the following information:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the EOI to commit the consultant.
 - (b) Total monetary value of design consultancy work performed for each of the last five years;
 - (c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) Qualifications and experience of key technical personnel proposed for contract;
 - (e) Reports on the financial standing of the consultant, such as profit and loss statements and auditor's reports for the past three years;
 - (f) Authority to seek references from the Consultant's bankers;
 - (g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount;
 - (h) Comprehensive profile of the company

- (i) Information on a minimum of three previous similar contracts for providing design consultancy undertaken by the firm in the last five years.
- (j) Provide names, locations reference and contacts with the names of references for these sites.
- (k) Provide a clear breakdown of available personnel; and their capacities (Full and verified CVs of company civil, Electrical or Mechanical engineers)
- (l) Letters of introduction, recommendations, good performance and guarantees from the respective authorities.
- (m) Details of drawing, designing and planning software with trained and qualified professionals
- (n) Proof of registration from architectural council of India/Gov. Organisation/proper authority and, Audited financial statements of three years.
- (o) Bank draft of R.s. 25,000/- (Refundable) in favour of Bihar Industrial Area Development Authority payable at Patna

3.ii. Bids from Joint ventures are not acceptable.*

3.iii To qualify for award each bidder in its name should have in the last three years

- (a) Achieved a minimum annual financial turnover of Rs. 5 crores from Design consultancy work. The turn over will be indexed at the rate of 8% for a year.
- (b) satisfactorily completed as a prime consultant in Govt. sector (or as a nominated subconsultant, where the subcontract involved execution of all main items of work described in the design consultancy)

Atleast one project related to Infrastructure Development not less than 50 crores

or

Two projects costing not less than 25 crores each

or

Three Project costing not less than 20 crores each

3.iv Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc;

4. Cost of EOI

4.1 The consultants shall bear all costs associated with the preparation and submission of his EOI, and the Employer will in no case be responsible and liable for those costs.

5. Clarification of EOI Documents

5.1. A prospective consultant requiring any clarification of the EOI documents may notify the Employer in writing or by **cable** (hereinafter "cable" includes telex and facsimile) at the

Employer's address indicated in the invitation to EOI. The Employer will respond to any request for clarification which he received earlier than 10 days prior to the deadline for submission of EOI. Copies of the Employer's response will be forwarded to all purchasers of the EOI documents, including a description of the enquiry but without identifying its source.

5.2. Pre-bid meeting

- 5.2.1. The consultant or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in notice.
- 5.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.2.3. The consultant is requested to submit any questions in writing or by **cable** to reach the Employer not later than one week before the meeting.
- 5.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through issue of an **Addendum** not through the minutes of the pre-bid meeting.
- 5.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a consultant.

6. Amendment of Bidding Documents

- 6.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing **agenda**.
- 6.2. Any addendum thus issued shall be part of the EOI documents and shall be communicated in writing or by cable to all the purchasers of the EOI documents. Prospective consultant shall acknowledge receipt of each **addendum** in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 6.3. To give prospective consultant reasonable time in which to take an **addendum** into account in preparing their EOIs, the Employer may, at his discretion, extend as necessary the deadline for submission of EOIs,

7. PREPARATION OF EOI

7.1. Language of the EOI

- 7.ii All documents relating to the EOI shall be in English.

8. Documents Comprising the EOI

- 8.1. The **EOI** to be submitted by the consultant shall be in two separate parts;

Part I shall be named "Technical Part" and shall comprise

- (i) Earnest money of Rs. 2 Lakhs in form of Bank Guarantee issued by scheduled /nationalized bank.
- (ii) Qualification Information and supporting documents as specified.
- (iii) Certificates, undertakings, affidavits as specified.

- (iv) Undertaking that the bid shall remain valid for the period specified.
- (v) An affidavit affirming the information he has furnished in the EOI document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Part" and shall comprise

- (i) Priced Bill of Quantities for items specified.

8.ii Each part will be separately sealed and marked in accordance with the Sealing and Marketing procedure and both will be sealed and marked in a big envelope as instructed in the notice.

9. Bid Prices

- 9.1. The consultants shall quote their rates in percentage of the project cost both in words & figures.
- 9.2. All duties, taxes, and other levies payable by the consultant under the contract or for any other cause shall be included in the rate.

10. EOI Validity

- 10.1 EOIs shall remain valid for a period not less than 120 days after the deadline date for EOI submission . A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in EOI validity period between that given in the undertaking and the Form of EOI submitted by the consultant, the latter shall be deemed to stand corrected in accordance with the former and the consultant has to provide for any additional security that is required.
- 10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the consultant may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EOI security. A consultant agreeing to the request will not be required or permitted to modify his EOI but will be required to extend the validity of his EOI security for a period of the extension.

11. Earnest Money

- 11.1 The consultants shall furnish a security of Rs. 2 lacs in favour of BIADA in form of unconditional Bank guarantee from any schedule Indian Bank/nationalized bank issued within the state in the format given in EOI document (If issued from any bank outside the state will be converted to any bank within the state before executing the agreement)
- 11.2 Bank guarantees issued as security for the EOI shall be valid for 45 days beyond the period of empanelment.
- 11.3 Any proposal not accompanied by an acceptable Security shall be rejected by the Employer as non-responsive.
- 11.4 The Earnest money of unsuccessful participants will be returned within 28 days of the end of the EOI validity period specified.

11.5 The Earnest money of the successful consultant will be kept as performance guarantee till the validity of empanelment of 45 days.

11.6. The Earnest money may be forfeited

(a) if the consultant withdraws the EOI after opening the same during the period of EOI validity;

(b) in the case of a successful consultant, if the Bidder fails within the specified time limit to Sign the Agreement.

12. Alternative Proposals by consultant

12.1. Bidders shall submit offers that fully comply with the requirements of the EOI documents, including the conditions of contract. Conditional offer or alternative offers will not be considered further in the process of EOI evaluation.

13. Format and Signing of EOI

13.1. The consultant shall submit one set of the EOI comprising of the documents.

13.2. The original and copy of the EOI shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the consultant. All pares of the EOI where entries or amendments have been made shall be initialed by the person or persons signing the EOI.

13.3. The EOI shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the consultant in which case such corrections shall be initialed by the person or persons signing the EOI.

14. Sealing and Marking of EOIs

14.1. The consultant shall place the two separate envelopes. The two envelopes (called as inner envelopes) shall be marked Technical EOIs and Financial part and the be pur inside one outer envelope. The marked "Technical part" and "Financial part" will have additional markings as follows.

- Technical part: To be opened on 25.07.2017 at 4.00 PM (date of Technical part opening) in the presence of Evaluation Committee.
- Financial part: Not to be opened except with the approval of Evaluation Committee.

The contents of Technical and Financial parts will be as specified.

14.2. The inner, outer and separate envelopes containing Technical and Financial parts shall

(a) Be addressed to the Employer.

(b) Bear the identification no of contract as indicated in the notice.

(c) Provide a warning not to open before the specified time and date for bid opening as specified.

14.3. In addition to the identification required in Sub-Clause 14.1 and 14.2, each of the envelopes shall indicate the name and address of the consultant to enable the EOI to be returned

unopened in case it is declared late, or the Evaluation Committee declares the EOI as non responsive pursuant.

- 14.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of the EOI

- 15.1. Complete EOIs (including Technical and Financial) must be received by the Employer at the address specified not later than the date indicated in notice. In the event of the specified date for the submission of EOIs declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 15.2. The Employer may extend the deadline for submission of EOIs by issuing an amendment in which case all rights and obligations of the Employer and the consultant previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

- 16.1. Any Bid received by the Employer after the deadline will be returned unopened to the bidder.

17. EOI Opening

- 17.1 The Employer will open all the EOIs received (except those received late), including modifications made, in the presence of the consultant or their representatives who choose to attend at time, date and the place specified In the event of the specified date of EOI opening being declared a holiday for the Employer, the EOIs will be opened at the appointed time and location on the next working day.
- 17.2. If any of the participants or their agents is not present at the time of opening, the employer will open the EOI in their absence and prepare a statement and that will be binding on the absent participants.
- 17.3. The envelope containing "Technical part" shall be opened. The amount, form and validity of the Earnest money furnished with each EOI will be announced. If the EOI security furnished does not conform to the amount and validity period as specified in the Invitation for EOI, and has not been furnished in the form specified in Clause 16, the remaining technical part and the sealed financial part will be returned to the consultant.
- 17.4. (i) Subject to confirmation of the EOI security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.
- (ii) After receipt of confirmation of the EOI security, the consultant will be asked in writing (usually within 10 days of opening of the Technical part) to clarify or modify his technical part, if necessary, with respect to any rectifiable defects.
- (iii) The consultant will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial part (usually on the 21st day of opening of the Technical Bid)
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

17.5. At the time of opening of "Financial part", the names of the consultant were found responsive will be announced. The EOIs of only these consultants will be opened. The remaining EOIs will be returned to the consultant unopened. **The responsive consultant ' names, the EOI prices, the total amount of each EOI, any discounts, EOI Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any EOI price or discount, which is not read out and recorded will not be taken into account in EOI evaluation.**

17.6. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present.

18. Process to be Confidential

18.1. Information relating to the examination, clarification, evaluation and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to consultant or any other persons not officially concerned with such process until the award to the successful consultant has been announced. Any effort by a consultant to influence the Employer's processing of EOIs or award decisions may result in the rejection of his EOI.

19. Evaluation and Comparison of Financial Bids

19.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive.

F. AWARD OF CONTRACT

20. Award Criteria

20.1. **The lowest rate obtained amongst technically qualifying consultants and if required by subsequent negotiation will be the rate for all successful consultants.**

21. Employer's Right to accept any EOI and to reject any or all EOIs

The Employer reserves the right to accept or reject any EOI, and to cancel the EOI process and reject all EOIs, at any time prior to the award of Contract, without thereby incurring any liability to the affected consultant or consultant or any obligation to inform the affected consultant or consultant of the ground for the Employer's action.

22. Corrupt or Fraudulent Practices

22.1. The Employer will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the empanelment.

G. APPENDIX to ITC

1. Name of the Employer- Bihar Industrial Area Development Authority, Patna.
2. The last three years 2014- 2015
 2015-2016
 2016-2017

1.	This annual financial turn over- as indicated in EOI		
2.	Value of project (experience) as indicated in EOI		
3.	The pre-bid meeting will take place at 17.07.2017 at 11.00 am Hrs. At Bihar Industrial Area Development Authority, 1st floor Udyog Bhawan, East Gandhi Maidan, Patna.		
4.	The technical bid will be opened at 25.07.2017 at 4.00 PM (address of the venue) on BIADA Office, Patna (time and date)		
5.	Address of the Employer Patna, 1 st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna		
6.	Identification: - EOI document for empanelment of architectural & design consultants for work in state of Bihar and outside Bihar. - EOI reference No 01/EOI/ BIADA/17 insert number) - Do not open before 25.07.2017 at 4:00 pm(time and date)		
7.	Rates may be submitted in percentage over the project cost.		
8.	The EOI should be submitted latest by 25.07.2017 till 3.00 PM (date and		
9.	The Technical Proposal will be opened at BIADA Office Patna (place) on 25.07.2017 at 4.00 PM (time and date)		

10.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)														
	<table> <thead> <tr> <th data-bbox="248 174 738 226"><u>Year before</u></th> <th data-bbox="738 174 1058 226"><u>Multiply factor</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="248 226 738 277">One</td> <td data-bbox="738 226 1058 277">1.1</td> </tr> <tr> <td data-bbox="248 277 738 329">Two</td> <td data-bbox="738 277 1058 329">1.21</td> </tr> <tr> <td data-bbox="248 329 738 380">Three</td> <td data-bbox="738 329 1058 380">1.33</td> </tr> <tr> <td data-bbox="248 380 738 432">Four</td> <td data-bbox="738 380 1058 432">1.46</td> </tr> <tr> <td data-bbox="248 432 738 535">Five</td> <td data-bbox="738 432 1058 535">1.61</td> </tr> </tbody> </table>	<u>Year before</u>	<u>Multiply factor</u>	One	1.1	Two	1.21	Three	1.33	Four	1.46	Five	1.61		
<u>Year before</u>	<u>Multiply factor</u>														
One	1.1														
Two	1.21														
Three	1.33														
Four	1.46														
Five	1.61														

SECTION 2

QUALIFICATION INFORMARION

(To be filled in by consultant)

QUALIFICATION INFORMATION

The information to be filled in by the consultant in the following pages will be used for purposes of post qualification. This information will not be incorporated in the Contract.

1. For Individual consultant

1.1 Constitution or legal status of consultant

(Attach copy)

Place of registration :

Principal place of business :

Power of attorney of signatory of Bid

(Attach)

1.2 Total value of design consultancy

1.3 work performed in the last five years** 2012-2013

1.4 (in Rs. Million) 2013-2014

2014-2015

2015-2016

2016-2017

Work performed as prime consultant in Govt. Sector work performed in the past as a nominated sub- consultant will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.**

Project Cost	Name of the Employer	Description of work	Contract No.	Value of Consultancy(Rs. In Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work completed)

List of In House Key Personnel

S. No.	Personal	Qualification	University/ Institution	Experience

Note: Supporting documents may be attached.

Key Personnels/Associates to be deployed

S. No.	Personal	Qualification	University/ Institution	Experience

Note : Supporting documents and acceptance may be attached.

2. Additional Requirements

2.1 consultant should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the consultant, if applicable.

- (i) Affidavit
- (ii) Undertaking
- (iii) Update of original prequalification application
- (iv) Copy of original prequalification application
- (v) Copy of prequalification letter

AFFIDAVIT

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 certifies that neither our firm M/s_____ has abandoned any work **nor** any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby author **use(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 understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

4.0.0 Payment of Consultancy Fees - As mentioned

Consultancy Fee for Architectural and Design Consultants

Class	Items	Rates (To be quoted)
1	Architecture and design consultancy upto 10 (Ten) Crores
2	Architecture and design consultancy above Rs. 10 (Ten) Crores to Rs, 50 (Fifty) Crores
3	Architecture and Design Consultancy for the project above the Rs, 50 (Fifty) Crores

Note: The above fee should be inclusive of all Taxes.

5.0.0 Mode of payment

On completion of work as under

- Completion of survey, Contour Mapping along with concept Plan and PPR (Preliminary Project Report)- 5% of the total fee.
- After approval of the PPR Plan-upto 10% of the total fee.
- On submission of Architecture drawing, structural drawing along with detail design calculation and vetting by NIIT/IIT-upto 50% of the total fee.
- On submission of the detail estimate along with BOQ as per prevailing schedule of rate of building Construction Department Road Construction Dept. Bihar Electrical Schudle of Road/CPWD/DSR/Analyzed Rate (In case of non scheduled items)- upto 60 % of the total fee.
- After successful completion of the project and submission of completion drwing-upto 100% of the total fee.

6. Terms and Conditions

- 6.1.** The consultant E.M.D. shall be converted to performance guarantee of the Agreement/ this bank guarantee shall remain valid till agreement period plus 45 days.
- 6.2.** The Consultant undertakes to design, redesign, modify and make changes in the design. Drawings, details, vetting of shop drawings etc., any number of times, till they are finally

approved by BIADA Proof Consultant and client and as required for completion, trial run, defect liability period and handling over of the project to client, within the fees agreed by the Consultant and nothing extra shall be payable to the Consultant in this regard.

6.3. Payment toward Visits

All expenses for visits performed by the Consultant in connection with planning, Designing, detailing, till the stage of approval of “Good for Construction Drawings” are included in the fees of Consultant mentioned in and nothing extra beyond the agreed fees is payable among to them.

6.4. The Consultant shall prepare necessary models and walk through presentation. If required, in connection with approvals of schemes prepared by them from Client/ Statutory bodies etc. The cost of model & walk through presentation shall not be paid extra by BIADA.

6.5. If at any time after award/start of work the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out. BIADA shall give notice in writing to this effect to the consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

6.6. The consultant shall supply free of charge to BIADA, the following documents:

- i. Six numbers of copies of project report.
- ii. Six sets of preliminary drawings, measurement sheets and estimates to be submitted to Client.
- iii. Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications/ revision, if any.
- iv. Six sets of each of all working drawings for Architectural Structural, Public Health, Electrical Mechanical, Fabrication, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications/ revisions if any.
- v. Six sets of detailed estimates and rate analysis of all works.
- vi. Adequate number of additional design; drawings and other documents needed for proper execution of works.
- vii. Six sets of completion drawings and detailed documents.

In addition, Consultant shall give soft copies of all above document for client/BIADA reference and record.

6.7. The Consultant will require to following “Time Schedule” for DPR as under:-

Class 1	Project cost upto Rs. 10 (Ten) Crores	submission of PPR-15 days from date of order
		submission of DPR-30 days from date of communication of approval of PPR
Class2	Project cost upto from Rs. 10 (Ten) Crores to Rs. 50 crores	submission of PPR-30 days from date of order
		submission of DPR-30 days from date of communication of approval of PPR
Class 3	Project cost above Rs. 50 (fifty) Crores	submission of PPR-30 days from date of order
		submission of DPR-60 days from date of communication of approval of PPR

The Consultant shall complete the said works within this agreed time schedule.

6.8. All design and drawing shall be the property of BIADA and the name& LOGO of BIADA shall be predominantly displayed on all the drawings and documents as Prime Consultant”. The originals of approved completion drawings are on good quality reproducible on tracing paper. The propriety rights of design shall remain with BIADA.

6.9. The consultant shall be fully responsible for evolving safe; economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on State Govt./CPWD/DSR Specification on latest ISI codes of practices, legislation, other relevant by-laws and good engineering practices. The consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bills of quantities and specifications shall be as per State Govt. SOR/DSR/CPWD/Market rate, as desired by BIADA or client.

6.10. The Consultant will give undertaking that all drawings, design, specifications, plans estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economic design and adopt specification so as to ensure that the estimates approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed, in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to BIADA fresh designs/drawings/ specifications/ estimates and other documents within a period of the seven days from the date of notice issued by BIADA in this regard. The consultant shall also indemnify BIADA for losses due to such defective drawings/designs/specifications/estimates/other documents supplied by the consultant subject to a maximum of the consultancy fees.

6.11. The consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details/drawings given by the consultants, should not exceeded by 3% (Three Percent) of the quantities/cost given by him at detailed project report stage on the basis of which the project cost is approved by the client.

In case BIADA has to incur extra expenses due to execution of extra quantities/ additional work (not paid by client) to complete the project, the same shall be recovered from the consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees.

However the above guarantee by consultant on quantity variation of 3% on the understanding that basis parameters as considered by consultant during the preliminary project report stage remains unchanged. In case there is a major change in basis parameters, which could affect the quantities, the consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between BIADA and consultant at that stage. Nothing extra shall be payable to the Consultants in this regard and same is deemed to be included within the fee agreed by Consultant.

6.12. While providing Consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/ any action due to any such infringement. The consultant shall keep BIADA indemnified all the times and shall bear the losses suffered by BIADA in this regard.

6.13. The statutory deduction of income tax, or other taxes/ dues shall be made from the payment released to consultant time to time. An amount equal **to 10% of the billed value will be deducted at source as security deposit and will be refunded on successful completion of the project.**

6.14. The consultant shall get the structural design checked & vetted from reputed technical institute/College viz any NIT, IIT, govt. Engineering college of state/Central universities before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the consultant and is deemed to be included in the fees However; the checking of design and drawings of the consultant by technical institute as above shall not absolve the responsibility of the consultant.

6.15. Termination

The agreement may be terminated at any time by BIADA upon one month's notice in writing being given to Consultant, if the consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of consultant's work not being satisfactory, BIADA will get the work done at the risk and cost of the consultant and **performance Guarantee/Security money** shall be forfeited.

6.16. Penalty

Penalty for delay:-

In case the consultant fails to complete the work within the contract period or extended period mentioned 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. BIADA shall be entitled to deduct such damages from the dues that may be payable to the consultant.

Penalty for defective PPR/DPR

The P.P.R./D.P.R. submitted by the consultant should be sound and B.O.Q. should be true representative of drawing and the quantity provided in B.O.Q. for different items should clearly

match with provisions of drawing. Also the drawing submitted by the consultant must be as per site.

In case the PPR/DPR submitted by the consultant found faulty or defective at the any stage of the execution of work penalty @10% of total fee shall be imposed on consultant.

6.17. Force Majeure Clause

BIADA will not be responsible for any delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc and losses Suffered, if any, by the consultant on this account. BIADA shall not be liable in any way to bear such losses and no compensation of nay kind whatsoever will be payable by BIADA to the consultant.

7.0 Arbitration

In this event of any question, dispute and difference whatsoever arising under the agreement or in connection there-with including any question relating to existence. Meaning and interpretation of the agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between consultant and BIADA with reference to and in context of the agreement falling which the same will be referred to the Sole Arbitration of any arbitrator appointed by the Managing Director, BIADA whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these Paras. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Managing Director, BIADA as aforesaid.

8.0 That the consultant expressly agrees that during the term thereof, he will not be interested, directly or indirectly, in any form fashion or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, with any other institution or organization or person which directly or indirectly impinges upon and sub serves the interest of the BIADA.

9.0 That the consultant shall not at any time, in any fashion, form or manner, either directly or indirectly divulge, disclose or communicate to any person, firm corporation, institution or organization in any manner whatsoever any information of any kind, nature or description concerning a matter affecting or relating to the work/project of the First Party of any nature except as provided and required under the law of the land or when interest of the second party so requires or with written permission of the First Party. This clause shall be applicable even after completion/termination of the contract.

10.0 That the second party shall not make any commitment or contracts on behalf of the BIADA to any person, institution or organization without the written consent and permission thereof and if the same is done without any consent and permission, the CONSULTANT shall solely be responsible for such commitments and contracts and the BIADA shall have no concern whatsoever.

SECTION 8
SECURITIES AND OTHER FORMS
(To be filled by Bidder/Employer)
EOI SECURITY (BANK GUARANTEE)

WHEREAS, _____[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____[date] for the construction of _____[name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____
[name of Bank] of _____ [name of country] having our registered
office at _____(hereinafter called "the
Bank") are bound unto _____[name of Employer](hereinafter called "the
Employer") in the sum of _____*for which payment well and truly to
be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his

demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- * 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE