

PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION OF DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRI) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA



**BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD.**

(A Government of Bihar Undertaking)

RCD Central Mechanical Workshop Campus, (Near Patna Airport)

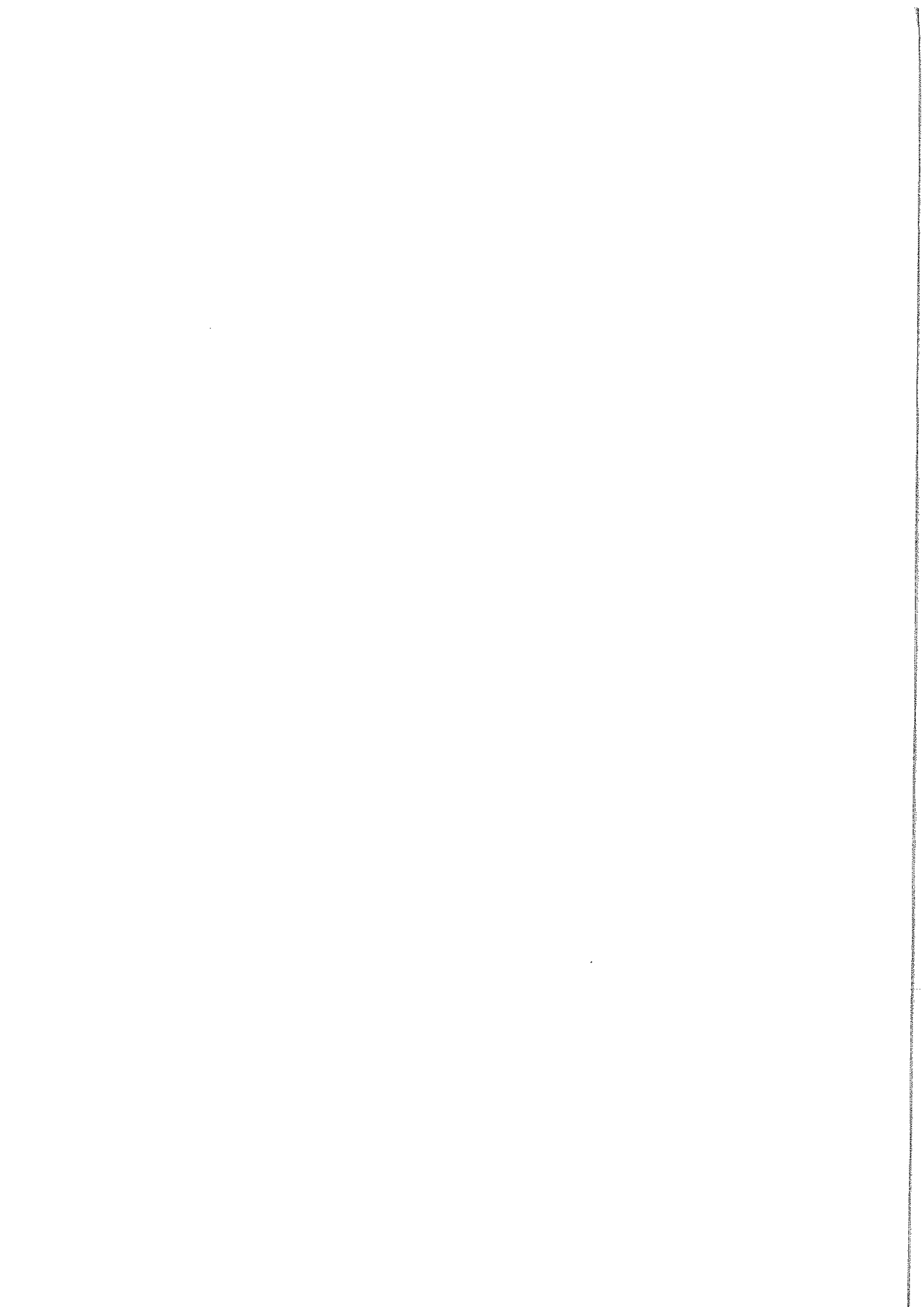
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November, 2021





**BIHAR STATE ROAD DEVELOPMENT CORPORATION LTD.**

**(A Government of Bihar Undertaking)**

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## **REQUEST FOR PROPOSALS**

**FOR**

**Selection of Architectural Consultancy Firms**

**FOR**

**"PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION FOR DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRI) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA".**

**(Ref No. BSRDC Ltd.-3646/2021----- Dated---,---,2021)**

**Quality- and Cost- Based Selection (QCBS) – 70:30**

**November, 2021**

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##### Annexure- A: ARCHITECTURAL SERVICES AGREEMENT

##### Annexure- B: DETAILS OF SIMILAR PROJECTS COMPLETED

(As per the definition of similar projects described in this document during the last 5 years ending previous day of last date of submission of bids)

##### Annexure- C: List of overall major/important projects designed, similar to the tendered work by the bidder in last 10 years on 31st March 2021.

##### Annexure- D: PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE - B

(The performance report must contain these details/one sheet for each project)

##### Annexure- E: ORGANISATIONAL DESCRIPTION AND DETAILS

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##### Annexure- N: PROFORMA FOR PERFORMANCE BANK GURANTEE


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**Annexure- R: FINANCIAL CAPACITY OF THE BIDDER**

**Annexure- S: SUBMISSION OF FINAANCIAL BID**  
(On the bidder's letter head)

**Annexure- T: COPY OF LETTER OF ACCPTANCE**

*Done* 





## BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED

(A Government of Bihar Undertaking)

RCD Mechanical Workshop Campus, Near Patna Air Port, Sheikhpura, Patna, Bihar 800014

Phone: 0612 222 6711, Fax: 0612 2226723

Ref. No. BSRDCLtd.-3646/2021

Date:

### NOTICE INVITING TENDER ( Re-TENDER)

#### (INVITATION FOR RFP)

Invitation for RFP for:-

"PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION OF DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRR) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA".

The Bihar State Road Development Corporation Limited (BSRDCL) is entrusted by Road Construction Department, Govt of Bihar with the development of the project for "DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRR) for, ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, at Mokama, Patna in the State of Bihar."

Accordingly, BSRDCL intends to procure Architectural Consultancy Services for the "Preparation of Master Plan, Comprehensive Architectural and Structural Design with for Supervision of development and construction of Permanent Campus of Bihar Road Research Institute (BRR) for Road Construction Department (RCD), Government of Bihar, at Mokama, Patna". Brief particulars of providing consultancy services for the said project are as follows

SL. No.	Name of Consultancy Services	Bid Security (In Rs.)	Cost of RFP Document (In Rs.)	Assignment Period (In Months)
1.	"Preparation of Master Plan, Comprehensive Architectural and Structural Design with Supervision of development and construction of Permanent Campus of Bihar Road Research Institute (BRR) for Road Construction Department (RCD), Government of Bihar, at Mokama, Patna"	4,00,000.00	5,000.00	20 Weeks  (Master Plan, Comprehensive final Architectural, Structural Design, Drawings and its statutory approval for tender)  + 24 Month (Construction Period)

2. RFP is invited from eligible Architectural Consultancy Firms for providing Architectural and Structural Design with Supervision of development and construction of Permanent Campus of Bihar Road Research Institute (BRR) based on National Competitive Bidding. The selection of Firms would involve three stage process. In the first prequalifying stage, the BSRDC will select few firms based on past credentials (Experience of similar project, minimum overall experience and financial criteria) and, who, in the second stage will be evaluated for technical proposal including presentation

for concept architectural design and financial proposals on QCBS Basis with 70:30 weightage for Technical and Financial Scores respectively.

3. The proposal shall be submitted in English Language and all correspondences would be in the same language.
4. As per the Terms and Conditions of the RFP, the Architectural Consultancy Firms shall perform all the duties as per Condition TOR given in the RFP along with any amendment thereof. The selection of Architectural Consultancy Firms shall follow the laid down procedures given in the RFP Documents.
5. The interested Architectural Consultancy Firms may download the RFP document from BSRDCL/RCD website or purchase RFP document by visiting the office of BSRDCL at the address indicated in the critical data sheet and paying a non-refundable fee of Rs. 5,000/- in the form of Demand Draft w.e.f. the scheduled date and time as mentioned in critical data sheet. The Architectural Consultancy Firms who download the RFP document from the website will be required to pay the non-refundable fee of Rs. 5,000/- at the time of the submission of the proposal, in the form of Demand Draft in favour of Bihar State Road Development Corporation Limited, Patna.

6. **Critical Data Sheet:**

Sl No.	Description	Date
1	Date of issue of notice inviting RFP	23.11.2021
2	Period of sale/downloading of RFP Document	From 30.11.2021 Time 10.00 AM IST to 28.12.2021 upto 3.00 PM IST Through website: <a href="http://bsrdcl.bihar.gov.in">http://bsrdcl.bihar.gov.in</a> <a href="https://state.bihar.gov.in/rcd">https://state.bihar.gov.in/rcd</a> only
3	Last date for receiving queries	09.12.2021 upto 3.00 PM IST
4	Pre-Proposal Meeting	09.12.2021 Time 3:30 PM IST At BSRDCL HQ, PATNA
5	Authority response to Pre Proposal queries latest by	14.12.2021
6	Last date of bid submission (i.e. Proposal due date)	Date 02.01.2022 Up To 3:00 PM IST only
7	Opening/Declaration of Technical Proposal (Stage-1)	Date 02.01.2022 Up To 3:30 PM IST
8	Opening of Technical Proposal (Stage-2)	Date 10.01.2022 on 12:30 PM IST
9	Declaration of eligible / qualified Architectural Consultancy Firms	15.01.2022
10	Opening of Financial Proposal of qualified Architectural Consultancy Firms	18.01.2022 at 12.30 PM IST
11	Letter of Acceptance (LOA)	25.01.2022
12	Return of Signed Duplicate Copy of LOA	01.02.2022
13	Validity of Proposal	180 Days
14	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 10 days from the date of issue of Letter of Acceptance
15	Signing of Agreement	Within 15 days from date of issue of Letter of Acceptance.
16	Address for communication	Chief General Manager, Bihar State Road Development Corporation Ltd. RCD Mechanical Workshop Campus, Near Patna Air Port, Sheikhpura, Patna, Bihar 800014

**Note** – Dates mentioned at Sl. No. 8 to 12 are tentatively planned only, may be changed.

7. The interested Architectural Consultancy Firms who have experience in Preparation of Master Plan, Comprehensive Architectural and Structural Design with supervision of similar works and fulfilling technical and financial criteria as specified in RFP may obtain Request for Proposal (RFP) document from RCD/BSRDCL website: <http://bsrdcl.bihar.gov.in> , <https://state.bihar.gov.in/red> or purchase RFP from BSRDCL.
8. The Applicant shall furnish as a part of its Proposal, a RFP Security in the favour of Chief General Manager, Bihar State Road Development Corporation Ltd. Patna for an amount of Rs. 4,00,000 (Four Lakhs Only) in the form of Bank Guarantee (as per the format specified in Appendix P of the RFP document) for a validity period of 180 days after the last date of submission of RFP. Bid Security in Original form will have to be deposited along with Hard Bound Copy of Technical Proposal in the office of Chief General Manager, Bihar State Road Development Corporation Ltd. Patna on or before on date and time specified above and as mentioned in critical Data Sheet, failing which the Proposal will be rejected.
9. Architectural Consultancy Firms can access RFP documents on the website or purchase the same, fill them and submit the completed RFP document with Hard Bound in the office of Chief General Manager, Bihar State Road Development Corporation Ltd. Patna as on date and time specified above and mentioned in Critical Data Sheet.
10. All the submitted documents shall have the signature of Architectural Consultancy Firms or their authorized signatories.
11. Corrigendum/Addendum/Corrections if any will be published on the RCD/ BSRDCL website: <http://bsrdcl.bihar.gov.in> , <https://state.bihar.gov.in/red> only.
12. The BSRDC Ltd. reserves the right to extend/cancel the tender (RFP) at any stage without assigning any reason thereof.
13. Detailed NIT and other terms & conditions and updates, if any, may be seen on RCD/ BSRDCL website: <http://bsrdcl.bihar.gov.in> , <https://state.bihar.gov.in/red>. For Query, Mr P.C. Gupta, GM (Proc.) Mobile No.-9431005702 may be contacted.

**(Chief General Manager)**

Bihar State Road Development Corporation Ltd.  
RCD Mechanical Workshop Campus,  
Near Patna Air Port, Sheikhpura,  
Patna, Bihar 800014

**DISCLAIMER**

Bihar State Road Development Corporation (BSRDC) has prepared this 'Request for Proposal' (RFP) document for the preparation of Master Plan, Architectural and Structural Design including Supervision for Development and Construction of BRRI. The purpose of this RFP is to provide information to the interested parties to assist in preparation of their bid.

BSRDC has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate. Neither the BSRDC nor any of its authorities, agencies, officers, and employees provide 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 services of any kind to any party.

BSRDC 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 related to this project will be paid to persons or entities submitting their Bid in response to this RFP.

**Bihar State Road Development Corporation (BSRDC).**



# 1. SUMMARY OF BIHAR ROAD RESEARCH INSTITUTE (BRII) PROJECT

Table 1.1 : Summary of project Information

General Project Data	Project Details
<p><b>Project type:</b> Institutional Campus  <b>Location:</b> Mokama, Bihar.  <b>Country:</b> India  <b>Site area:</b> 38.24 acres, approx.  <b>Development and Landscaping:</b> to be developed completely.</p>	<p>Main procedural stages of Campus Planning:</p> <ul style="list-style-type: none"> <li>• Master Plan for 200 trainee campuses.</li> <li>• Academic Infrastructure for 200 trainees, the laboratories (7 Nos.) in the areas of;               <ol style="list-style-type: none"> <li>1. Concrete technologies (includes material and specimen testing for pavements, bridges and buildings).</li> <li>2. Traffic Engineering (planning, designing and road safety).</li> <li>3. Pavement Engineering, Pavement evaluation and Road Asset Management Division.</li> <li>4. Geotechnical/Material investigations (including research on new and locally available materials).</li> <li>5. Bridges &amp; Structures (includes Bridge Construction, Inspection, Rehabilitation and Asset Management).</li> <li>6. Information Technology (includes record keeping of road assets for BSRDC).</li> <li>7. Bridge Construction, Rehabilitation and Maintenance unit</li> </ol> </li> <li>• Offices for Director including space for administrative room, rest room and conference, Faculties, General Administration, Finance, Maintenance &amp; Stores.</li> <li>• Hostels for 200 trainees including Executive hostel for 50 Nos., Community facility, Staff and faculty residence for 20 families, Guest house (2 Executive and 8 normal rooms) and Directors Bungalow.</li> <li>• Conference hall (25 seats), lecture &amp; theater rooms having capacity of 100 seats (1 No.) and 50 seats (2 Nos.) and 25 seats (1 No.) with IT enabled infrastructure. Auditorium of 200 seating capacity, canteen, sports club, gym (indoor/outdoor) and library.</li> </ul>
<p><b>Project Summary:</b>            In order to upgrade the capacity of Engineers of Road Construction Department, Govt. of Bihar and other Departments to the best practices being used in road sector in different parts of the world, initiatives to adopt new technologies, to optimize the available resources, getting acquainted with different contract system being adopted in different parts of the world, Design and implementation of Roads and Bridges, Bihar State Road Development Corporation (BSRDC) has been entrusted by the Government of Bihar to develop a Bihar Road Research Institute (BRII).</p> <p>The Master plan designed to address the needs of 200 trainees along with associated faculty and staff will come up. The Architectural and Infrastructure design of Infrastructure for supporting faculty and staff are developed keeping in perspective the long-term objectives of BRII as well as to cater the present and immediate future.</p>	

## 1.0 Master Plan: A brief introduction

The BSRDC has identified the location for BIHAR ROAD RESEARCH INSTITUTE (BRR) at Mokama (about 100 KM from Patna Airport) which is well connected through National Highway Road network and railway. The total area of the site is about 60 acre, which at present mostly vacated. The site is full of green vegetation cover having a jungle forest covered with well grown old aged trees with lot of flora and fauna. It is proposed that the BRR will be developed on a 38.24-acre site out of this area in a manner that the proposed building structures causes minimal disturbances to the existing environment and avoid cutting of trees. The approximate GPS co-ordinates of the project site is 25.4020880, 85.9016680, also typical layout of the project site is given in Figure 1.1. The architect should visit the site and make detail topographical survey for the entire site and plan the building structures, internal roads and landscaping accordingly. If need be, the facilities can be located at distant locations to avoid interference with the nature i.e. minimizing no. of tree cutting or translocation of the trees. The effort shall be made to enhance the existing ambience through additional vegetation cover and astounding landscape.

BSRDC proposes to combine the work of Master Planning of the campus and design of the buildings for a composite all round development. The facility shall be developed on the concept of a green building of highest standards which comprises of fulfilling its need for electricity requirement of at least 20-30% through solar energy, rain water harvesting and water conservation. The buildings shall be planned to use maximum natural light and air, thus avoiding use of electrical gazettes.

The process of selection and appointment of the Master Planner and Architect Consultant involves a three-stage evaluation process. In the first prequalifying stage, the BSRDC will select few firms based on past credentials and who, in the second stage and third stage will be evaluated for technical including presentation for concept architectural design proposal, and financial proposals on QCBS pattern (70:30). Credit will be given for compact layout design with ample of open space confirming the regulatory standards.



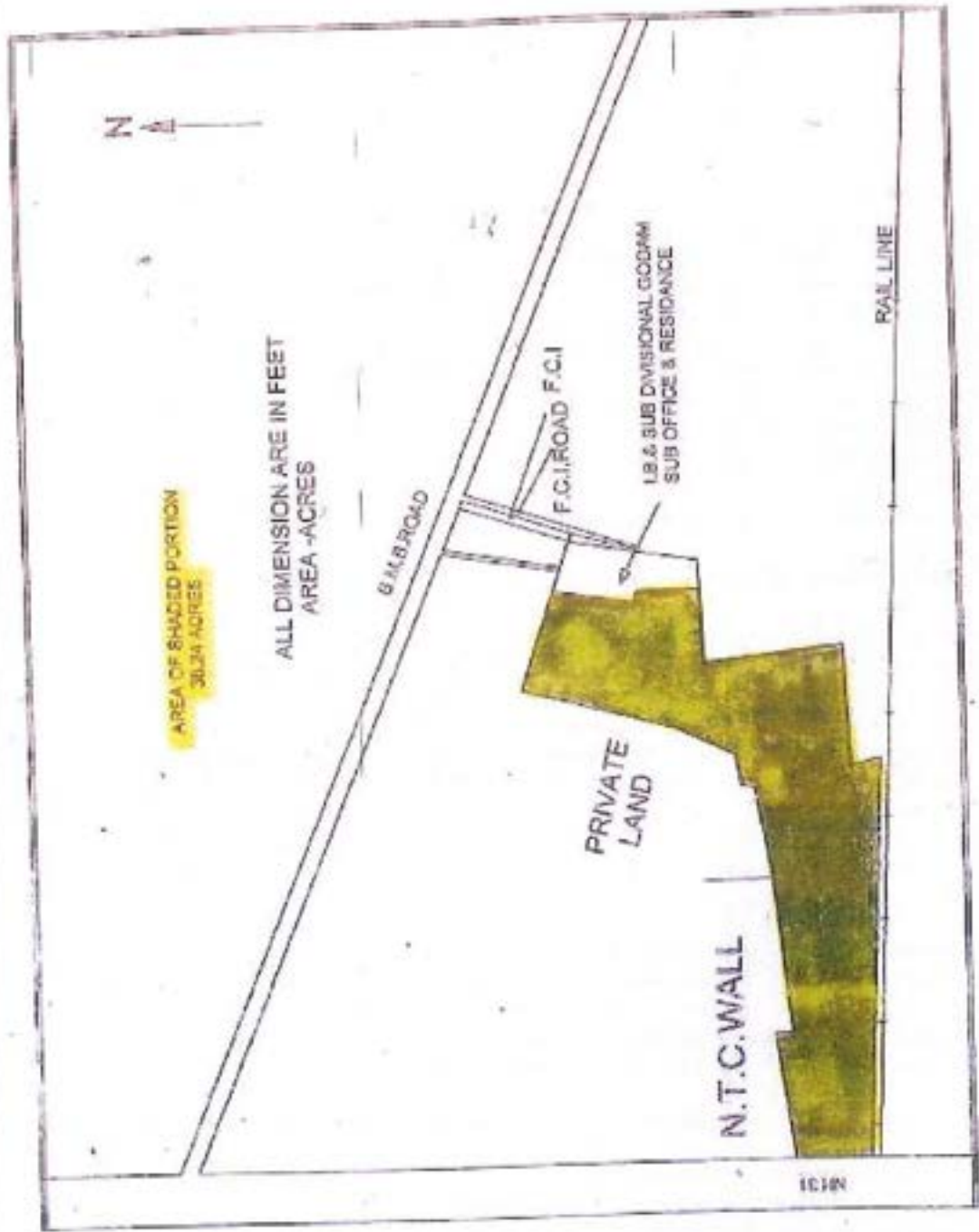


Figure 1.1 :

the project site

Typical layout of

## 1.1 Project Brief

In order to upgrade the capacity of Engineers of Road Construction Department, Govt. of Bihar and other Departments to the best practices being used in road sector in different parts of the world, initiatives to adopt new technologies, to optimize the available resources, getting acquainted with different contract system being adopted in different parts of the world, Design and implementation of Roads and Bridges, Bihar State Road Development Corporation (BSRDC) has been entrusted by the Government of Bihar to develop a Bihar Road Research Institute (BRRI) as per the in principle approval (SANKALP) granted by Govt. of Bihar on 31-03-2021. The CSIR-CRRI has been mandated to act as Mentor the BSRDC in its endeavor to develop the state of art infrastructure for BRRI.

The Master plan of the campus is being planned to address needs of Master Plan for 200 trainee campuses Academic Infrastructure for 200 trainees, the laboratories (7 Nos.) in the areas of Concrete Technologies, Traffic Engineering, Pavement Engineering and Evaluation, Geotechnical/Material Investigations, Bridges & Structures, Information Technology, Bridge Construction, Rehabilitation and Maintenance unit, Offices for Director including space for administrative room, rest room and conference, Faculties, General Administration, Finance, Maintenance & Stores., Staff and faculty residence for 20 families, Guest house (2 Executive and 8 normal rooms), Directors Bungalow, Hostels for 200 trainees including Executive hostel for 50 Nos., Community facility, Guest house (2 Executive and 8 normal rooms), Conference hall (25 seats), lecture & theater rooms having capacity of 100 seats (1 No.) and 50 seats (2 Nos.) and 25 seats (1 No.) with IT enabled. Auditorium of 200 seating capacity, canteen, sports club, gym (indoor/outdoor) and library Conference Hall is planned.

## 1.2 Brief on Scope of Work:

BSRDC wishes to appoint Architect cum Supervision Consultant (herein after referred as Consultant) for providing Master Plan and Comprehensive Architectural and structural design services for construction of academic and residential buildings along with associated support facilities. The architectural services also include the preparation of NIT and tender document for the construction works along with detailed working drawings, material specifications, cost estimate and BOQ. As a part of Supervision services which shall start after award of civil work is expected to continue until the completion of work. The consultant shall provide limited manpower as indicated in the RFP at the work site on regular basis along with necessary office support. This RFP document of BSRDC invites consultants to participate in the selection process.

The consultant will be selected through a two-stage combined quality cum cost-based selection (QCBS) procedure. This RFP document is for inviting Consultants to submit their credentials for short listing in Stage-1. Based on the evaluation of credentials submitted, a limited number of consultants will be shortlisted for second stage submission and evaluation with two-stage combined quality cum cost-based selection (QCBS) procedure.

Post final selection and agreement, the scope of work for Architecture consultant will be required to provide as given above. The scope of work includes comprehensive architectural and allied consultancy services including Interior, Landscape, Infrastructure, signage and graphic design for the buildings. BSRDC may modify the above requirements at its sole discretion. Different components of the scope of work are enumerated below. The planning and development should consider the overall master plan to provide sustainable synergy to the knowledge city campus.



**Table 1.2 :Infrastructure Plans**

Facilities	Master plan requirement as per (student count)
Directors Office including space for private administrative room, rest room and private conference.	1 No.
Faculties	12 Nos. approx.
General Administration, Finance, Maintenance & Stores.	10 rooms approx.
R & D laboratories	7 labs having each lab of area 4000 Sq. ft Approx. + Bin storage for materials
Conference hall	25 seating capacity
Auditorium	200 seating capacity
Trainee Hostels and dining blocks	200 bed capacity including 1 Executive Hostel/Faculty guest (50 Nos. capacity)
Indoor games/ Sports Facilities/ Multi-purpose	3000 sq. ft.
lecture & theater rooms	lecture & theater rooms having capacity of 100 seats (1 No.) and 50 seats (2 Nos.) and 25 seats (1 No.) with IT enabled
Canteen	100 seating capacity
Library	75 seating capacity excluding the areas for book shelves and storage.
Guest house	2 Executive and 8 normal rooms
Staff residence	20 Nos. (15 Nos. of 3-bed room accommodation with servant room and 5 Nos. of 2-bed room)
Director's Bungalow	1 No.( 2 stories 5 BHK)

The area specification is indicative in nature. Consultant can use standard specification/ guidelines to workout proposal. The selected consultant has to consider design parameters based on national standards and statutory requirements.

## 2. IMPORTANT INFORMATION

Table 2.1 : Important Information

Sl. No.	Details	
1	Name of the Assignment: Preparation of Master Plan, Comprehensive Architectural and Structural Design with for Supervision of development and construction of Permanent Campus of Bihar Road Research Institute (BRR) for ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, at MOKAMA, BIHAR.	
2	<b>Name of the Authority:</b> Chief General Manager, Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna- 800014.	
3	Method of Selection of the Consultant for the Assignment: <b>Quality &amp; Cost Based Selection (QCBS) Method (70:30)</b>	
4	<b>Information on 'Key Dates' for the Request for Proposal (RFP)</b>	
Sl. No	Event	Key Dates & Time
1	Date of issue of notice inviting RFP	23.11.2021
2	Period of sale/downloading of RFP Document	From 30.11.2021 Time 10.00 AM IST to 28.12.2021 upto 3.00 PM IST Through website: <a href="http://bsrdcl.bihar.gov.in">http://bsrdcl.bihar.gov.in</a> / <a href="https://state.bihar.gov.in/rcd">https://state.bihar.gov.in/rcd</a> only
3	Visit of Site	From 30.11.2021 to 28.12.2021
4	Issue of corrigendum, if any	Will be intimated through email
5	Last date for receiving queries	09.12.2021 upto 3.00 PM IST
6	Pre-Proposal Meeting	09.12.2021 Time 3:30 PM IST At BSRDCL HQ, PATNA
7	Authority response to Pre Proposal queries latest by	14.12.2021
8	Last date of bid submission (i.e. Proposal due date)	Date 02.01.2022 Up To 3:00 PM IST Only
9	Opening of Technical Proposal (Envelop-1, Prequalification)	Date 02.01.2022 Up To 3:30 PM IST
10	Opening of Technical Proposal (Envelop-2)	Date 10.01.2022 on 12:30 PM IST
11	Presentation by the consultant	Will be intimated later through Email
12	Declaration of eligible / qualified Architectural Consultancy Firms	15.01.2022
13	Opening of Financial Proposal of qualified Architectural Consultancy Firms (Envelop-3)	18.01.2022 at 12.30 PM IST
14	Letter of Acceptance (LOA)	25.01.2022
15	Return of Signed Duplicate Copy of LOA	01.02.2022
16	Validity of Proposal	180 Days
17	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 10 days from the date of issue of Letter of Acceptance
18	Signing of Agreement	Within 15 days from date of issue of Letter of Acceptance.
19	Address for communication	Chief General Manager, Bihar State Road Development Corporation Ltd. RCD Mechanical Workshop Campus, Near Patna Air Port, Sheikhpura, Patna, Bihar 800014

## 2.1 Eligibility criteria and selection process of the bidder (Architect)

## 2.2 Tender Processing Fees

The Bidder shall pay a Tender Processing Fee of INR 5,000.00 (Rupees Five Thousand only), which is payable through a demand draft (non-refundable) issued from any nationalized bank/scheduled commercial bank in India and drawn in favour of "Bihar State Road Development Corporation Limited (BSRDC Ltd.)" payable at Patna, Bihar. Any bid not accompanied by the tender processing fee shall be rejected and shall not be considered for further evaluation.

## 2.3 Bid Security / EMD

The Bidder shall furnish a bid security/ EMD of INR 4.00 lakhs (INR Four lakh only).

The Bid Security will be in the form of a Bank Guarantee (as per Performa **Annexure- P**) or through a crossed demand draft issued from any nationalized bank or from a Scheduled Commercial Bank and drawn in favor of Bihar State Road Development Corporation Limited (BSRDC Ltd.), payable at Patna, Bihar.

The Bid Security shall be endorsed/ledged in favour of Bihar State Road Development Corporation Limited (BSRDC Ltd.) and shall be submitted in a separate envelope super scribed "Bid Security (EMD)" and shall be kept in Technical Package Envelop-I along with the processing fee draft.

Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.

The Bid Securities of unsuccessful Bidders shall be discharged/returned by the BSRDC as promptly as possible, after the signing of the agreement with the successful bidder.

The bid security of the successful bidder shall be returned to the bidder upon the Successful executing the Contract Agreement with the BSRDC and submission of performance security bank guarantee.

If case of availability of exemption provided by Government/ authorities for submission of bid security and tender processing fees, the bidder shall provide necessary document for availing such exemption. However, such exemptions shall be obtained in writing from BSRDC in advance before submission of bid.

### 2.3.1 The Bid Security shall be forfeited:

- If a Bidder modifies or withdraws his Bid during the period of Bid Validity,
- If the validity of the Bid is not extended /kept valid for a period of 180 days beyond the extended validity of the offer,
- In the case of the Successful Bidder:
  - The necessary Performance Security is not furnished within the given period.
  - The Contract is not signed within the time limit specified in the RFP.

## 2.4 Period of Validity of bid

Bids shall remain valid for 180 days from the last date of submission of bids or any extension thereof (Bid Due Date). Any bid valid for a shorter period shall be rejected by the BSRDC as being non-responsive.

**Extension of Bid Validity**

Prior to the expiry of the original bid validity period, the BSRDC 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. A Bidder may refuse the request for extending the bid validity without forfeiting its bid security.

A Bidder accepting such request shall not be allowed to modify the bid on its own.

**Inspection of Site:** The Site information given in this RFP is for guidance only. The Bidder are advised to visit and examine the Site and its surroundings at his/their cost and obtain all information that they may deem necessary for preparing the Bid.

Bidder can obtain information from the BSRDC regarding contact persons for the site visit. Any expenditure towards site inspection, presentation and preparation of bids shall be borne by the bidder himself. The BSRDC 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 the BSRDC.

**Clarifications:** Bidders can seek clarifications to the RFP document by writing at the mailing address Chief General Manager, Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna- 800014, as specified in **Table 2.1**.

The clarifications shall be uploaded on the RCD/BSRDC website as corrigendum/ amendments (but without identifying the source of the inquiry). Any enquiry not clarified or amended shall be construed as rejection of the query.

**Pre-Bid Conference:**

BSRDC shall conduct a pre-bid conference at Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna- 800014. As specified in **Table 2.1**, to answer queries that the Bidders may have in connection with the RFP.

Interested Bidders shall communicate BSRDC about their Participation in Pre-Bid meeting and send their queries 1 days prior to date of Pre-Bid meeting through email:- [bsrdcltd@gmail.com](mailto:bsrdcltd@gmail.com). The queries may also be submitted during pre-bid conference.

**Amendments to the RFP Document:**

- Up to 7 days prior to the deadline for the submission of Bids. The BSRDC 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 / corrigendum notice.
- The addendum/corrigendum will be available on the BSRDC/RCD web site.
- In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments the BSRDC may at its discretion extend the deadline for the Submission of bids.

**Bid Prices/Fee:**

Bidder to quote their fee in Indian Rupees in price schedules as furnished in the RFP (Annexure-S) in the manner and detail indicated therein and submits the same with its bid in the Envelope - III.

Fee shall be inclusive of all costs and taxes but excluding GST. Any taxes other than GST shall be the liability of the consultant and shall not be reimbursed in relation to the duties performed by him under this contract. The bidder should quote considering the construction cost limited to Rs 100 crores. BSRDC will not consider any extra payment for up to 10% cost overrun.

It may be noted that the above services is inclusive of PMC which commences after appointment of civil work contractor. The cost component of PMC which is inclusive and part of above quote should be indicated separately. This component shall be paid during the construction stage on monthly basis divided in the construction period. The price escalation on this component @ 6% only shall be paid after 18 months from the award of architectural services.

## 2.5 Preparation of Bid

### 2.5.1 Bidders' responsibility

The Bidder is solely responsible for the preparation of Bids and details therein.

- The Bidder is expected to examine carefully all the contents of RFP as mentioned in instructions to bidders, terms and conditions, forms, etc. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. Bids that are not responsive to the requirements of RFP will be rejected.
- 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.
- The Bidder shall bear all costs associated with the preparation and submission of his Bid and the BSRDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### 2.5.2 Power of Attorney

Bidders shall submit along with the technical bid, Power of Attorney as per the form attached Annexure - O with RFP, on a non-judicial stamp paper of an appropriate value duly notarized, in favour of the authorized person signing the Bid document.

The said authority shall also include authority to make corrections/modifications and interacting with the BSRDC and for acting as a contact person.

### 2.5.3 Language of Bid

The bid prepared by the Bidder and all correspondence & documents related to the bid exchanged by the Bidder and the BSRDC, shall be written in the English language. Bid submitted in any other language is liable to be rejected.

## 2.6 Format and Signing of Bid

- Bid documents along with documents related with the Technical Packages and Financial Bid shall be stamped and signed on all pages by a person duly authorized to sign Bid document.
- Entries to be filled in by the Bidder shall be typed or written in indelible ink.

- The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the BSRDC, or as necessary to correct errors made by the Bidder.
- All amendments/corrections shall also be initialed by the person or persons signing the Bid.
- All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be written below their signatures

## 2.7 Documents comprising the bid

The Bid should be prepared keeping in mind the evaluation criteria defined in the RFP Document.

The Bidders shall submit their bids in three parts, i.e.

- I. Envelop-I  
Stage-1 Pre-qualification Package: Documents related to eligibility to qualify for next stage as per the pre-qualification criteria as specified from Clause 3.1 to 3.3.
- II. Technical Package for evaluation of technical score as laid down in the RFP for qualifying stage-1 for next stage (including the presentation before the selection committee); (Envelope -II)
- III. Financial Bid (Envelop - III)

### 2.7.1 Stage-1 Pre-qualification Package (Envelop – 1):

The Envelop-1 of the bid shall consists the following documents-

- i. Demand Draft for Tender Processing Fee.
- ii. EMD (keep Bid Processing fee and EMD in a separate envelope, sealed and mark" Tender Processing fee and EMD" for easy identification).
- iii. Power of Attorney.
- iv. Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (**Annexure - H**).
- v. Undertaking against blacklisting / debarred as per **Annexure-M**.
- vi. Bid forwarding letter as per form attached. (**Annexure-L**)
- vii. Organization description and details as per **Annexure-E**.
- viii. Experience of similar Projects designed in last five years as per **Annexure - B**.
- ix. Affidavit for similar work experience as per **Annexure-J**.
- x. List of overall major / Important Projects designed by the bidder in last 10 years as per **Annexure-C**.
- xi. Performance report of Projects referred to inform **Annexure - B** as per **Annexure – D**.
- xii. Turnover, profit and loss account authenticated by auditors for last five FY years ending 31.3.2021, **Annexure-R**.
- xiii. Registration certificate with Council of Architecture.
- xiv. Signed RFP document.
- xv. Certified - One team member having expertise in Green Building project minimum three-star rating or equivalent.

### 2.7.2 Technical Package (Envelop-II)

The Envelop-II shall consist of the following documents.

- I. Details of technical personnel available in the organization of the bidder (List the personnel) as per **Annexure – F**.
- II. Details of disciplines for which sub-consultants are proposed to be appointed by the bidder for this project as per **Annexure-F(a)**.
- III. Details of technical personnel to be deployed for BSRDC project (List the personnel available with Sub-Consultants associated with bidder) as per **Annexure - G**.

- IV. Curriculum Vitae (CV) for each staff member (To be deployed on this Project as per Annexure-K).
- V. Certificate from the owner for design of Certified Green Building / campus as indicated in Table 2.1. Provisional certificate issued by GRIHA/ LEED for relevant category would also be eligible.

### 2.7.3 Financial Package Envelop - III

The Financial bid (Envelop-III) shall consist of the financial bid as per Format attached with all the RFP-Annexure - S.

### 2.7.4 Sealing and Marking of Bids

The bid shall be submitted in three parts as under:

1. Pre-qualification Package (Eligibility) Envelop - I,
  2. Technical Package Envelop - II and
  3. Financial Package Envelop - III Financial Bid.
- The Technical Packages and Financial Bid shall be sealed in three separate envelopes clearly marked as "Prequalification package (Eligibility) Envelop - I", "Technical Package Envelop - II and "Financial Package Envelop - III". All the three envelopes shall be wrapped in an outer envelope addressed to "Chief General Manager Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna- 800014., duly super scribing on top "PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION FOR DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRI) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA".
  - The outer envelope should also bear the name and address of the bidder with contact details.
  - The documents to be submitted in the Hard bound Folders. No loose documents or spiral bind or partial bind documents shall be accepted.
  - No responsibility will be accepted by the BSRDC for the misplacement of the bids that are not sealed or marked as per aforesaid instructions or not submitted in a proper manner.

### 2.7.5 Place for Submission of Bids

The envelopes containing the bids comprising the technical packages and Financial should be submitted to:

O/o Chief General Manager,  
Bihar State Road Development Corporation Limited (BSRDC Ltd.),  
RCD Central Mechanical workshop Campus,  
Near Exit Gate of Patna Airport,  
Patna- 800014, India.

- The last date and time for submission of Bids is as specified in Table 2.1. The BSRDC may, at their discretion, extend this date, in which case all rights and obligations of the BSRDC and the Bidder shall thereafter be subject to the new deadline as extended.
- If such nominated extended date for submission of Bid is subsequently declared as public Holiday, the next official working day shall be deemed as the date for submission of Bids.
- Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. The BSRDC shall not take any cognizance and shall not be responsible for delay / loss in transit or non-submission of the Bid in time.
- Bids sent telegraphically or through other means of transmission (Tele-fax/e-mail etc.) which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

**2.7.6 Late Bids:**

Any Bid received after the deadline will be treated as late bid and will be returned unopened to the Bidder.

**2.7.7 Modifications /Substitution /Withdrawal of Bids**

- The Bidder may substitute, or withdraw the submitted bid after submission on or before the last date for submission of bids. No bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids with the envelopes being additionally.
- Marked "MODIFICATION SUBSTITUTION" or "WITHDRAWAL", as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

**2.8 Bid Opening and Evaluation****2.8.1 Bid Opening**

- The Bids will be opened in the presence of the Bidders or their representatives who choose to attend on the date & time as mentioned in the RFP at BSRDC, Patna, Bihar.
- 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.
- Bids for which acceptable notices of withdrawal have been submitted accordance with RFP shall not be opened.
- The bids which do not comply with one or more of the foregoing instructions may not be considered.
- The Bidders name, the presence or absence of the requisite bid processing fee, Bid Security and such other details as the BSRDC or their authorized representative, at his discretion, may consider appropriate will be announced at the time of Bid opening.
- The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections.

**2.8.2 Determination of Responsiveness**

- Prior to the detailed evaluation of the Bids, the BSRDC will determine whether each Bid is responsive to the requirements of the RFP.
- For the purpose of this Clause, a responsive Bid is one which is received by the Bid on due date, time including extension thereof, if any,
  - is signed, sealed and marked as mentioned in the RFP is accompanied by the Power(s) of Attorney. Contains all the information/documents as requested in the RFP and in the required formats same as those specified in this RFP.
  - is valid for the validity period as set out in RFP.
  - is accompanied by required tender processing fees for the RFP.
  - is accompanied by the Bid Security.
  - Conforms to all the terms, conditions and specifications of RFP without deviation or reservation.
- If a Bid is not substantially responsive to the requirement of the RFP it will be rejected by the BSRDC. The decision of BSRDC in this regard shall be final. Conditional bids shall be rejected.



## 2.9 The BSRDC's right to accept any bid and to reject any or all bids

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

The BSRDC 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:

- In case no Bid is received,
- Occurrence of any event due to which it is not possible to proceed with the selection process,
- An evidence of a possible collaboration/mischief on part of Bidders,
- Impacting the competition, objectivity and transparency of the selection process,
- It is discovered that Bidders have breached standard of ethics,
- Any other reason deemed fit the BSRDC.

### 2.9.1 Evaluation of Bids

BSRDC would subsequently examine and evaluate Bids in accordance with the criteria laid down in the RFP.

- BSRDC reserves the right to reject any Bid at any time, a material misrepresentation is made or found out; or
- The Bidder does not respond within the stipulated time to requests for supplemental;
- Information required for the evaluation of the Bid.

### 2.9.2 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based of the details submitted in the technical packages only.

Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material it submitted will be disregarded. It is, therefore, essential that all the details are submitted by the Bidder accurately and specifically in their technical packages avoiding ambiguous answers. However, the BSRDC reserves the right to seek any clarification from Bidders for details submitted with technical packages. If the bidder fails to provide required clarification within the given time frame the bid will be rejected.

### 2.9.3 Confidentiality

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.

## 2.10 Award of Contract

### 2.10.1 Notification of Award

- Prior to the expiry of the period of Bid Validity, the BSRDC will notify the successful Bidder by e-mail, to be confirmed in writing by registered post / by courier. This letter (hereinafter and in the Conditions, Contract called "the Letter of Award") shall mention the sum which, the BSRDC will pay to the Architect in consideration of the services performed by the

architect as prescribed by the Contract (hereinafter and in the conditions of Contract called the Fee') to the satisfaction of the BSRDC.

- No correspondence will be entertained by the BSRDC from the unsuccessful Bidders.
- The Letter of Award shall constitute a part of the contract.
- Signing of Agreement:
  - The BSRDC shall prepare the Agreement in the Proforma included in this document. Within 15 days from the date of issue of the Letter of Award, the successful Bidder will be required to execute the Contract Agreement.
  - The Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award. If the Successful Bidder is a consortium, the Performance Bank Guarantee shall be submitted by lead member of the Consortium on behalf of the Consortium.
  - One copy of the Agreement duly signed by the BSRDC and Architect through their authorized signatories will be issued by the BSRDC to the Architect. The Architect shall furnish 5 copies of the signed agreement.
  - In case Successful Bidder does not sign the Contract with the BSRDC within stipulated time, the BSRDC reserves the right to retender the project and forfeiture of the bid security/ Performance Bank Guarantee. In case of retender such bidder will not be allowed to participate.



### 3 SELECTION OF ARCHITECT PROCESS AND EVALUATION OF BIDS

The bids from the bidders (Architects) are invited for "PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION FOR DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRRI) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA". Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna- 800014, in Two-bid system consisting of Technical and Financial Bid.

The Architect will be selected on the basis of Quality and Cost Based Selection (QCBS) as recommended by the selection Committee constituted by the BSRDC. The evaluation will be done on the basis of quality cum cost the highest combined score obtained in the technical bid evaluation including presentation and the figures quoted in the financial bid.

#### 3.0 Eligibility Criteria

All Bidders have to fulfil the following conditions of eligibility before they are considered for next stage of Evaluation under Technical Bid, termed as Stage-1 containing in the Envelop - 1.

#### 3.1 Experience of Similar Projects

- I. The bidder should have successfully completed at least one similar project under one agreement with minimum built up area of 15000 sqm in at least one project or two similar projects with minimum built up area of 10000 sqm each during the last 7 (Seven) financial years. Experience should be on the name of the bidder.
- II. A similar project here means "Providing Comprehensive Consultancy Services for planning, designing and development of Campuses for Central Universities/ IITs/NITs/ IITs/Medical University/ Central PSU Campus with all internal and external services. Such bidders should have experience of architectural designing of multi-storeyed buildings as per latest IS Code including Seismic provisions. Multi-storeyed building shall be as defined in latest National Building Code. The standalone housing/builder projects, residential or commercial shall not be considered as experience in the similar project.

The Campus Development project of state governments, corporate bodies ( i.e Institutional & Residencial), private universities, Academic Campuses of Central, State, Autonomous body and Private entity can also be considered under the qualification criterion. The certificate issued by the officer at the level of Executive Engineer in the case of Govt. and Director/Owner/Owner's Authorized representatives in the case of Private entity can be considered.

- III. The bidder should have designed and completed at least one similar project of value INR 50 crores or two projects each of value above INR 25 crores in the past 7 financial years ending 31-March-2021.

#### NOTE:

- i. The bidder is required to confirm that the similar completed works during the last 5 years

- (financial year ending 31 March 2021) independently, and not executed through another Architect on back-to-back basis.
- ii. The built-up areas to be considered in similar works will exclude sheds or go-downs or semi-permanent structures.
  - iii. Particulars of completed projects and performance of the Bidder duly authenticated certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each project or completed or in progress as per **Annexure D**. The certificate can also be authenticated by the end user organization.

### 3.2 Minimum Overall Experience

- The bidder must be practicing in the similar field not be less than 10 years till 31 October 2021.
- A list of the major and important works designed by the firm during the above period should be given in **Annexure – C**.
- Further, if the Bidder has been debarred/ restrained/black listed by any Central Govt./State Govt. agency, Autonomous Body of the Central or State Govt/ PSU of India etc. in the last 5 years ending 31<sup>st</sup> March 2021 and also bidder should not be currently debarred. Failing which the bidder will not be eligible to participate in this bidding process. A self-declaration regarding this should be attached with the bid document as per **Annexure-M**.

### 3.3 Financial Criteria-

- Bidders should have average annual financial turnover from architectural consultancy services at least INR 5.0 crores in immediately preceding five financial years ending up to 31.03.2020.
- The bidder should have executed single architectural consultancy order of INR 1 Crore in any of the last 3 financial years.
- Experience and financial turnover of sub-consultants will not be considered for meeting the Qualifying financial work experience requirements and financial criteria.
- The above business should be on the name of the bidder.
- Proof of gross receipt from consultancy services in each of preceding three financial years ending 31.03.2021 authenticated by auditor should be submitted.
- The bidder should be registered with the Council of Architecture, India.
- The Architect should have completed at least one multi-storied building having a built-up area of minimum 5,000 sqm rated GRIHA 4 Star/ Silver rating as per LEED, during preceding 7 years w.e.f. 31.03.2021. Attach the successful completion certificate issued from the concerned organisation with the bid.
- The bidder should have at least one team member having expertise in green building projects minimum GRIHA 4-star rating or equivalent.

### 3.4 STAGE -II: EVALUATION CRITERIA FOR TECHNICAL BID (Envelop-II)

The Bidders qualifying the criteria as set out in Section 1 - ELIGIBILITY CRITERIA above will be evaluated by scoring method on the basis of details furnished by them as given below:

**Table 3.1 : Eligibility Criteria**

I	Experience of similar projects completed Successfully during last 5-years ending previous day of last date of submission of bids. (Refer <b>Annexure-B and D</b> )	A similar Project of minimum built up area of 15,000 sqm or minimum two projects of 10,000 sqm each: <b>7 marks.</b> Additional project of 15,000 sqm: <b>2 marks.</b>	<b>10 marks maximum</b>
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	Additional project of 10,000 sqm: 1 marks each.
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II	Organization structure and inhouse capability	Sl. NO.	Field of specialization/ Key personnel	Desired NO.	Experience (Max. Marks)	15 marks maximum (Total)
	Annexure – F	1	Lead Architect/Sr. Architect/Team Leader	1 (5 marks)	Mandatory Requirement (Master degree with min. experience in similar work of 10 years/B.Arch. with min. experience of 15 years)	
		2	Architect	1 (2 marks)	B.Arch. with min. experience in work similar to prestigious Architectural Assignments of 7 years	
		3	Geotechnical Engineer	1 (2 marks)	Master degree with min. experience of 10 years in the relevant field.	
		4	Interior Designer	1 (1 mark)	B.Arch. with Min. experience in work of prestigious interior design of at least 10 years.	
		5	Structural Engineer	1 (1-marks)	Degree in Civil Engineering with min. experience in Multistorey Building work of at least 10 years.	
		6	Electrical Engineer	1(1-marks)	Degree in Electrical Engineering with min. experience of 10 years.	
		7	Green Building Expert	1(2-marks)	Certificate from TERI or equivalent min. experience of 10 years.	
		8	Public Health Engineer/Water Supply Design Engineer	1 (1-marks)	Degree in Civil/Mechanical Engineering with min. experience of 10 years in the relevant assignments.	

III	Profit making for the last 5 years (1-marks for each year of profit making)	FY 2015-16 2016-17 2017-18 2018-19 2019-20	5 marks maximum.
IV	Average annual turnover from consultancy services equal or more than INR 5.00 crores in last 5 financial years. One mark for each year of annual turnover exceeding the value of INR 5.00 crores of Each year, Annexure – R.	FY 2015-16 2016-17 2017-18 2018-19 2019-20	5 marks maximum.

IV	Design of certified Green Building/Campus for any institutional work during 5 years ending previous date of last day of submission of bids.	<p>Achievement of having successfully designed a certified building/group of multi-storied buildings in a campus having a built-up area of minimum 10000sqm.</p> <p>(Attach the certificate from concerned authority)</p> <p>Gold Rating (As per LEED) or GRIHA-IV (As per Indian Standard) or above Green Building design- for each work: <b>3 marks each.</b></p> <p>Silver Rating (As per LEED) or GRIHA-IV (As per Indian Standard) or above Green Building design- for each work: <b>2 marks each.</b></p>	<b>5 marks maximum.</b>
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All the bidders should have least one Lead / Senior Architect / Team Leader who will be responsible for the overall designing and development of the project. This Lead / Senior Architect /Team Leader will have minimum experience of Master's Degree with minimum experience 10 years /B Arch with minimum 15 years' experience. It may be noted that since this is a mandatory requirement, hence, no separate marks are to be given for the same. The capability of the bidders will be judged by the availability of Team Leader as well as the Team which would assist him/her for which marks are given in **Table 3.1** above.

The bidder will submit the CV of each of the above Technical Personnel. Each CV shall be signed in blue ink by the key personnel and countersigned by the authorized officials of the Firm. Photocopy or unsigned/no countersigned CVs shall be rejected.

Each CV shall contain the proof of age and qualification as well as an undertaking from the key personnel about his availability for the duration prescribed in **Chapter-4**.

To be considered for the next stage i.e., invitation for presentation termed as stage II, a Bidder must secure at least sixty (60%) percent marks in aggregate in evaluation as per **Table-3.1** given above.

If the number of Bidders crossing the threshold of 60% marks in **Table-3.1** is large, then the BSRDC reserves the right to restrict the maximum number of qualified Bidders up to 6 numbers having scored highest marks and they will be invited for the presentation before the committee. These firms will be paid a token remuneration of Rs 25,000/- (Rupees Twenty five thousand only) towards initial design preparation. BSRDC will have the rights on all the designs and models presented.

#### **Presentation Stage II (30 marks):**

Under this stage, the tenderers short listed after Stage I, shall be invited for the presentation before the Committee. Time allotted for each bidder is 25 minutes for Presentation and 5 minutes for discussion.

The Architect firm shall bring soft & hard copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation criteria. The time and venue for presentation will be intimated separately.

The objective of the presentation is to know the capability of the architectural consultant in development of a Campus Master Plan, concept of innovative design. The presentation shall also be assisted through a "walk through 3D model" of the conceptual plan of the building along all the necessary features such as panoramic views of the buildings, landscape, flora and fauna.

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out. The Architect shall have no

right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard.

No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

The committee shall evaluate the design concept of Architect by applying the evaluation criteria sub-criteria and point system as stipulated here in under.

### 3.5 STAGE - II: Evaluation Criteria of the Design Concept Presentation (30 Marks)(Evaluation Based on Presentation)

Table 3.2 : Evaluation Based on Presentation

A.	Master Planning & Zoning	10 marks
	Introduction of the firm. Master Plan and zoning. Cost effective Site Utilization & Grouping of Functions, Economical design. Site Orientation: Compactness, Circulation (Integration), Landscape blending with existing eco or environment.	
B.	Architectural Planning	15 Marks
	Aesthetics Environmentally friendly considerations like use of Environment friendly materials, etc., Green Building Features, Disaster resistant methods Technologies, Infrastructure for persons with disabilities (DAP). New Technologies (other than conventional Technologies) and New Materials and Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology(es) should demonstrate the time and cost effectiveness. Innovative modern and for Contemporary state of the Art architectural features.	
C.	Others	5 Marks
	Knowledge of Indian Building Bylaws and Statutory Requirements of respective local bodies Municipalities etc. for which the bidder should visit the site before submission of bids. Overall Presentation Interpretation of Design Concept, interaction on concept and response to queries of the Committee members.	

Presentation before selection committee	30 marks
Total: Table 3.1 + Presentation marks	70 marks

- Hard copy of the presented drawings should be submitted in A1 size to the committee.
- The Selection Committee will evaluate the presentation on the above aspects.
- The Selection Committee may choose to visit the works already executed on the basis of the applicants to make their assessment, if so required.

#### 3.5.1 The requirement for PMC Services ( Part of the Architect and supervision consultant)

As indicated earlier, the architectural services also constitute of deployment of professionals to carry out PMC services during construction period. It is required that the consultant shall depute 3 full time professionals considering 24 man months input and one part time professional considering 6 man months input for utility services like drainage/water lines/electricity as the case may be, as per the qualifications and experience as stated in following table. The CV's of the professionals are not taken for evaluation purpose. However, the qualification requirements shall be met before the deployment after due approval of the BSRDC. The services shall deem to include the remuneration, office cost, clerical assistance and provision of one vehicle, all inclusive. The cost of the services on lump sum basis is to be paid from the cost component of the PMC (a part of total fee to be indicated in financial proposal) on monthly basis considering 24-months construction period from commencement of civil works. The escalation shall be paid at the rate of 6% after 18 months from signing of consultancy agreement as per BSRDC norms.



The Team Leader/Project Manager shall act as "Engineer" of the project. The required qualifications of the personnel are as specified below;

Organization structure and in-house capability	Sl. NO	Field of specialization/ Key personnel	Desired NO.	Full time/Part time	Experience
Annexure - F (Key Professional)	1	Project Manager	1	Full Time	Degree in Civil Engineering with min. experience in similar work of 15 years in similar works
	2	Quantity Surveyor	1	Full Time	Degree in Civil Engineering with min. experience of 5 years in similar works
	3	Assistant Project Manager cum site supervisor	1	Full Time	Degree in Civil Engineering with min. experience in similar work of 5 years in similar works or Diploma in Civil Engineering with 10 years of experience
	4	Utility, (Plumbing, Drainage etc) Engineer	1	Part Time	Degree in Civil and Electrical Engineering for the services related to Civil and Electrical works, respectively, with min. experience of 10 year in the relevant work.

**Note: Any support staffs needed during the implementation of the project shall be a part of the proposal and no extra payment shall be made.**

The opening of Financial Bid of only those bidders shall be considered who score 60% i.e., 42 marks or more in their technical bid evaluation (including presentation marks) (Ts) as evaluated by the Selection Committee, whose decision in this regard shall be final and binding.

The time, date and place of opening of Financial Bids shall be intimated to all technically qualified bidders separately by the BSRDC.

### 3.6 Opening and Evaluation of Financial Bids:

BSRDC shall inform and communicate the date, time and venue of opening of financial bids, to the Bidders whose offers are found to be meeting eligibility criteria as defined here in and accept all the terms and conditions of tender.

Before opening financial bids of the successful bidders/technically qualified bidders, their marks obtained shall be made public before them or their authorized representatives who choose to attend. The final evaluation shall be done by including the quoted price in the format Annexure - S.

**Financial bid shall be given scoring as below.**

The bidder who has quoted the lowest price will be assigned a score of 30 in the financial bid. The other bidders will be allotted score relative to the score of bidders with the lowest quote as below.

$$F_s = 30 * F_L/F$$

Where:

$F_s$  = The financial score of the Financial Proposal being evaluated

$F_L$  = The price of lowest priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

### 3.7 Combined Score evaluation

The score of technical proposal including presentation would be given 70% weightage (Total Score=70), and the financial proposal would be given 30% weightage (Financial Score = 30). The weighted combined score of the technical bid including presentation (Ts), and financial proposals (Fs) shall be used to rank the bidders on the basis of formula given as below.

$$\text{Combined Score} = T_s + F_s$$

The proposals will be ranked according to their combined scores and will be listed in the order of merit as H1, H2, H3 and H4.

The offer top scorer with H1 will be the successful bidder Architect.

In case of a tie at the top position between two or more bidder's preferences shall be given to the applicant who has been given highest technical score out of 70 marks and this bidder will be required to match the lowest price bid among the bids having highest combined score. If the bidder is unable to match the price, next highest technical bid will be considered.

## 4. TOR/ SCOPE OF WORK FOR COMPREHENSIVE ARCHITECTURAL FIRM

Role of the Architect and PMC Team: To provide the Architectural and PMC Services for the campus as per the scope of services covered in this section.

### 4.1 Scope of Services

The broad scope of Services of Architect covers the following:

- i. **Topographical survey of the proposed site-** The Architect will prepare the Specifications and requirement for carrying out Topographical survey and the Survey of all existing services and other constraints existing in and around the site. Thereafter the work will be got executed by the Architect and the report will be utilized for planning and designing of the overall scheme.
- ii. The responsibility of the completeness and correctness of the survey will lie with the Architect.
- iii. Site evaluation, Study of existing land use in and around the project area, analysis of architectural character, socio-cultural aspects & heritage of the region.
- iv. Study of existing infrastructure, accessibility, circulation pattern and parking.
- v. Ascertain the BSRDC requirements, examine site constraint & potential and prepare a design brief for BSRDC's approval.
- vi. Preliminary proposal with design philosophy (zoning, micro-planning, phasing, etc.) for development and their impact on immediate environs.
- vii. Preparation of overall Master Plan of the Campus.
- viii. Concept drawings of individual buildings with plans, elevations & sections.
- ix. Conceptual design of services and their inner connectivity, preliminary designs, and specifications.
- x. Urban design including volumetric study and urban form recommendations including pedestrian/vehicular movement and parking.
- xi. Landscape Architecture, site-planning, suitability & appraisal, landform, drawings of landscaping elements, open space design, plant structure, illumination design, street furniture and graphic design and signages.
- xii. Final concept design and drawings, technical specifications including finishes of individual buildings and services (both external and internal).
- xiii. Green Building Design - All the design and detailing of the campus shall be with GRIHA- 3 Star Rating. Relevant Specification and initial assessment report shall be submitted by the Architect and the detailed simulation and documentation shall be done by the Architect to obtain GRIHA-4 Star Rating. Nothing extra shall be paid to the architect on this account.
- xiv. Architectural planning should be barrier free and accessible for DAP as per the prevailing norms of Govt. of India.

### 4.2 Architect services

- i. Preparation of Architectural control guidelines / checklist & preparation of structural design drawings of individual buildings and overall master-plan of the campus and their approval from the statutory bodies by complying all the applicable norms / codes / guidelines regulations/ bye-laws / statutes of local as well as Central Govt. Bodies.
- ii. Prepare report on site evaluation and analysis with basic approach to circulation, activity distribution and interconnectivity and external linkages including final estimate of project cost based on allowable F.A.R.
- iii. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the proposed development on its immediate environs.
- iv. Conceptual & final design, specifications, estimates of Acoustic treatment of Modern class-rooms, auditorium and other large sized rooms (wherever applicable).
- v. Conceptual & final design, specifications, estimates of non-conventional use of energy (wherever applicable).

- vi. Conceptual & final design, specifications of Rain water harvesting of the entire site along with its approval from the concerned bodies (if any).
- vii. Recycling of waste water, its appraisal, suitability study & preparation of final design/schemes along with specifications & estimates.
- viii. Conceptual & detailed design of solid waste management system.
- ix. Periodic supervision of Chief Architect in addition to PMC services for ensuring smooth progress and adherence to design concept during execution of work (up to 25 architect visits).
- x. The Architectural Consultancy firm shall be liable for effective implementation including proper deployment of PMC.

#### 4.2.1 Sequence of Services - Preliminary Planning Stage

Following activities shall be carried out during Preliminary Planning Stage:

Preparation of Master Plan of the campus showing circulation pattern, zoning of various land uses and relevant details, development strategy. It may be noted that the requirements of various building structures have been projected only but Master Plan and all the external services will be designed for whole of the project in total plot of 38.24 acres.

The Architect shall get the approval of the conceptual scheme from the BSRDC both through presentations, physical models, and computer walk through etc. Comments and suggestions or alternate proposal of the BSRDC shall be evaluated and suitably incorporated till the concept design is accepted and frozen.

#### 4.2.2 Concept Design

- i. The total area of the site is about 60 Acres, which at present mostly vacated. The site is full of green vegetation cover having a jungle forest covered with well grown old aged trees with lot of flora and fauna. It is proposed that the BRR1 will be developed on a 38.24-acre site out of this area in a manner that the proposed building structures causes minimal disturbances to the existing environment and avoid cutting of trees. The architect should study the entire site with the help of topographical map and plan the building structures, internal roads and landscaping accordingly. If need be, the facilities can be located at multiple & distant locations to avoid interference with the nature. The effort shall be made to enhance the existing ambience through additional vegetation cover and astounding landscape.
- ii. Ascertain the BSRDC's requirements and examination of site constraints and potential for individual buildings, external and internal systems/ services, and preparation of a brief for the BSRDC's review/ recommendations and BSRDC's approval including conceptual control designs/ drawings/ documents and incorporating required changes, if any.
- iii. Development of the concept design after interacting with the BSRDC.
- iv. Submission of the concept design and make presentation of the entire scheme.
- v. Modifications in the concept plan taking into account the comments, suggestions of the BSRDC and submitting the same to the BSRDC's for approval.
- vi. Submission of the final concept design along with models, photograph, 3D-walk through, bird's perspective and human eye views of public areas and circulation areas and other important features etc. The cost of such models, photographs, etc. shall be borne by the Architect.
- vii. Preparation of final estimate of project, based on current SOR of RCD/BCD as per the norms of Bihar State Government.
- viii. Preparation of three-dimensional views and three-dimensional walk-through of the entire campus in relation to open spaces and physical model in suitable scale showing the proposal and surrounding areas.
- ix. Submission of structural design drawings etc of master-plan and individual buildings plans, elevations & sections to the BSRDC / statutory authorities for approval & ensure compliance with codes, standards and legislation as applicable and carry out necessary changes as may be required and obtain approvals from all regulatory authorities.
- x. Obtaining approvals from the Municipal & other local authorities.

**4.2.3 Final Design Stage**

- i. Development and Submission of the Master Plan and Modifications of the Master Plan taking into account the comments and suggestions of the BSRDC.
- ii. Submission of the Final Master Plan to local bodies/ statutory and incorporating changes, if any, suggested by them and resubmitting the same for approval.
- iii. It may be noted that the requirements of various building structures have been projected only but Master Plan and all the external services will be designed for whole of the project in the total plot of 38.24 acres.
- iv. Preparation of drawings showing the common facilities for circulation, parking open spaces and external Architectural form as per the approved drawings.
- v. Preparation of final architectural drawings including all floor plans, sections and elevations for all buildings.
- vi. The working drawing shall include:
  - a. Layout Plan showing:
  - b. All proposed buildings as indicated in the Table-1.1, play fields, green area, advanced Sewage treatment plant,
  - c. Sump, rain water harvesting, electrical substation etc.
  - d. Road network, foot path, walkways, blow up of road Junction/ parking area and the such area as required.
  - e. External services
- vii. Final Drawings of:
  - a. Floor plans, superimposed with all conceptual services/ disciplines
  - b. Elevations
  - c. Sections
  - d. Wall profiles
  - e. Doors & Window details
  - f. Stairs/ Ramps/ Lifts details
  - g. Details of building parts, areas, and critical special treatments
  - h. Toilet details
  - i. Flooring pattern and details
  - j. Dado details
  - k. Roof flow, draining including rain water harvesting system underground tank
  - l. Layout and drawing of all types of furniture, all computer lab equipment, all kitchen equipment etc. - Any other conceptual detail required by the BSRDC.
- viii. Preparation of tender document along with working drawings, BOQ, specifications etc. required for engagement of Civil works contractor.

**4.2.4 Municipal and Statutory Approval Stage**

Obtaining approval of the Master Plan from local/ statutory authorities shall be the responsibility of the Consultancy firm. The BSRDC shall only provide all the support/ Assistance to obtain the approvals.

The Architect shall prepare schematic network of all services and its interconnectivity including water supply, drainage, sewerage, electrical, communication, fire detection and firefighting, solid waste management system, rain water harvesting, recycling of waste water, irrigation system, use of solar energy and other services as may be indicated by the BSRDC. The Architect shall also prepare an integrated layout plan of the BRRI Campus showing all the services. The consultant with the help of BSRDCs shall obtain approval of schemes of Fire, Lift and Environment based on detailed design from the concerned local statutory/authorities.

**4.2.5 Pre-tendering Stage for civil works**

Conceptual plan for Structural, Mechanical and Electrical work/ services HVAC, Internal & External Electrification, Substation, DG Set, LT & HT Cabling and Networks, Lifts and escalators, Machine rooms, Lift and escalators shall be designed in accordance with DAP and old age person to make the campus barrier free Fire Fighting. Water and sewerage network and Traffic Analysis etc. so that there is no major deviation in the detailed drawing.

Preparation of necessary details and drawings showing landscape, street furniture and graphic signage including site appraisal and suitability, site planning, land form and grading Surface drainage design and water management, open space design-roads, parking hard & soft areas, walls, gates & fences, design, plant structure and features, garden furniture design. Illumination design, graphic design and signage, co-ordination of external services, periodic inspection & evaluation of construction works as per final designs and specifications.

#### 4.2.6 Implementation Stage

- I. Architectural Consultancy Firms shall confirm whether the Detailed Engineering Drawings / Good for construction drawings prepared by other agencies are broadly in accordance with the Concept & Final design.
- II. PMC team of the Architectural Consultancy Firms shall review and issue of Good for construction Drawings to the contractor based on certified detailed architectural design and drawing as per final design and comments of Architect to ensure the compliance and conformity.
- III. The architectural services also include the preparation of NIT and tender document for the construction works along with detailed working drawings, material specifications, cost estimate and BOQ as may be required during the implementation stage for balance works, if any.
- IV. Site visits of Lead Architect required prior to the construction stage shall be deemed to be included in the lump-sum fee of the Architect.
- V. The Lead Architect having adequate qualifications and experience will make periodical site visit as and when required during the entire period of construction, for resolution of conflicts/ coordination and to ensure that work is being carried out as per approved drawings. The mandatory number of site visits of Lead Architect shall be minimum 25 numbers during the construction phase.
- VI. The expenses for site visits shall be included in the lump sum fee of the consultancy services of the Architect and nothing extra shall be payable on this account.
- VII. Beyond 25 numbers of visit, if some of the Experts are called by the BSRDC for fulfillment of all the Contractual obligations by the Architect, the Architect shall provide such services beyond 25 numbers of visit, if some of the experts are called by the BSRDC for fulfillment of all the contractual obligations by the Architect, the Architect shall provide such services in accordance with the terms and rates stipulated herein below.
- VIII. The charges shall be paid for additional experts @of INR 5000/- per day per person. The charges for to & fro fare will be reimbursed by the BSRDC at actual. Charges for lodging & boarding at actual subject to ceiling of INR 3000/- per day per person will be reimbursed by the BSRDC.
- IX. A deduction of INR 15,000/- would be made per visit on the Architectural Consultancy Firm for non- deployment of the Lead Architect as required by the BSRDC during the 25 visits as stated above.
- X. All Structural drawing shall be prepared and issued by Architect/ Design Engineer to the contractor.

#### 4.3 SUPERVISION SERVICES (PMC Services):

The PMC shall function completely under the Architectural Firm and as per the direction as well as specific principles & guidelines laid down by BSRDC. The PMC shall not take any decisions on the implementation plan or on the selection of various agencies of implementation without the formal explicit approval/consent of BSRDC. The BSRDC will have the final authority in all selection and decision processes related to the project and Maintenance & other works. The PMC shall chalk out complete listing & planning of activities. Accordingly, they need to prepare WBS & create a timeline for all activities, will have to present the same before BSRDC in form of MS project/ Primavera and seek the approval. A SOP (Standard operating procedures) shall be prepared by PMC for interaction with different stake holders during implementation of project. The broad scope of work of PMC includes, but not limited to:

- I. Obtaining all applicable statutory approvals required for the job (Pre-contract, during contract & post contract)

- II. Maintenance and other works' Architectural/ design requirement should be met out by PMC itself i.e. No Architect/ any Design Consultant / other consultants will be deployed/ paid separately by BSRDC except for specialized services and also on this account PMC will not be paid extra.
- III. Project Management
- IV. Monitoring & Supervision of implementation.
- V. Monitoring Project outcomes etc.

The salient scope of PMC and Architect ("The Consultant") wherever applicable, is detailed as below:

Scope of Works	Description
<b>Pre-Construction Stage</b>	
Preparation of Programme Chart	After signing of agreement with BSRDC, Consultant will prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same through the consultant for approval to the BSRDC within ten days of award of the contract. A recovery of Rs. 2000/- shall be made on per day basis in case of delay in submission of the above programme.
Obtaining, reviewing & submission of master plan	After the selection of Consultant, a Team of Architect will prepare a master plan. Based on master plan, borehole layout is to be done by Consultant.
Soil Investigation Report	It is under the scope of Consultant to carryout soil investigation & obtaining report of same from an agency of repute for the further working. Borehole location/technical specifications for soil investigation to be provided by Consultant.
Detailed study of design concept	Thorough study of the Design basis Report, Concept design and drawing details prepared by Architect and based on that submission of a Review Report through the consultant with comments based on which approval may be given by BSRDC.
Obtaining all NOCs including Preparation of documents for submission to various concerned authorities/agencies	It is under the scope of Consultant to prepare/obtain all the necessary documents/drawings & take action of obtaining respective NOCs from different governing/statutory authorities/other agencies to enable BSRDC to start construction activities for the project. This also applies to the cutting/Translocation of trees permission, if any.
Ensuring preparation of Detailed Estimate by the Architect	<b>Ensuring preparation of Detailed Estimate based on detailed design &amp; drawing prepared by Architect &amp; duly vetted by IIT, Patna or any other third Agency as suggested by BSRDC and after that approved by BSRDC, based on current SOR of RCD/BCD and based on Rate Analysis for Non-SOR items. The charges for third party engagement shall be paid by BSRDC.</b>
To ensure if design is satisfying all the norms	With regards to the correctness of the design, drawings, measurements, estimate and execution process etc. the Consultant (Architect) will be solely responsible for their correctness and technical soundness. Architect shall ensure compliance of all architectural norms, statutory and regulatory norms.
Preparation & vetting of Contract Documents	All contracts for execution of construction works shall be prepared and vetted by Architect for BSRDC's signature with various agencies.
Analysis of activities	Architect will be responsible for analysis of various project related activities with reference to time frame, resource allocation and

	scheduling using latest techniques and software as approved by the BSRDC and submission of monthly progress report to BSRDC .
Preparation of Cash flow requirements	Architect shall prepare Cash flow requirements & submit to BSRDC every month .
Format for Monthly/Fortnight Progress Report	Prepare and submit an execution plan and methodology and submission of monthly/Fortnight progress report.
Checking of Structural Design (Proof checking)	Structural designs prepared by the Architect, <b>after that it should got vetted by third agency. (Fees for third party agency viz. IIT will be paid extra by BSRDC).</b>
Checking of Architectural Drawings	Architect to do checking of Architectural, technical specifications, services and all other drawings to ensure their completeness / correctness.
<b>Construction Stage</b>	
Management to complete the project as per approved programme chart.	PMC shall ensure execution of the project in a time-bound manner & as per the approved programme chart. PMC shall ensure that no time and cost overruns occur.
Coordination with all the agencies involved in the project	Architectural Consultancy Firm shall provide Construction Management Services from the start of construction up to commissioning and handing over of the entire project to BSRDC in safe & usable condition. It shall also be the responsibility of the Architectural Consultancy Firm to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of PMC for construction stage shall, inter-alia, be as under: a) Assemble a multi-disciplinary construction management team as approved by BSRDC and have detailed interaction with the Architect and the Contractor's Project Team to initiate all preliminary actions and mobilization. b) Prepare detailed coordinated construction schedule. c) To ensure that the Good for construction drawings are finalized after coordination with other disciplines d) Check and finalize Contractor's detailed programme of activities commensurate with the Tender provisions. e) Monitor, supervise and manage execution of works at site and to ensure quality in all dimensions of work, quantity of consumables used, workmanship and progress. Carryout mandatory tests on materials and finished product. f) Ensure compliance of statutory and regulatory orders on health, safety and environmental (HSE) guidelines like BCOW stipulated under these categories by State Government Authority which is mandatory for observance. g) The construction will be happening inside the campus which is protected by the compound wall. Entries and exits are regulated by security. All the construction workers including PMC employees should produce police clearance and an ID card issued by PMC. Security/project department of BSRDC will randomly check the police clearance and if anyone employed without a clearance will be debarred from entry.
Obtaining and Checking of Working drawings	It is under the scope of the PMC to issue all GFC drawings after reviewing the same received from the Architect.
Conduction of Meetings	Conduct weekly site meetings and coordination meetings with all Agencies for timely completion of the project. PMC shall prepare minutes of meetings & do keep the records of same for Inspection by BSRDC at any point of time.
Quality control	Carry out quality assurance checks and adhere to maintain quality. Records should be maintained for inspection by BSRDC at any point of time during or after execution.



Checking of construction work	Fully responsible for getting the project work executed as per drawings and specifications and should also ensure completion of job, fulfillment of quality norms in all dimensions of work, within sanctioned cost outlay of the project. In case of any deviation happens in respect of design, drawing, specification, procedure, methodology, timelines etc. from the approved one & without the respective approval of BSRDC then in that case onus lies with Architectural Consultancy Firm and the respective liability and action shall be taken as per RFP.
Expenditure control	Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
In case of necessity of change(s)	Provide detailed justification for necessity of changes, if any required in terms of design, quantities, and specifications etc., and obtain approval thereof from BSRDC.
Quality and safety assurance plan	Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
Checking of all the bills submitted by contractors	Checking and Certification of Contractors running and final bills of the works executed for the purpose of payment to be released to the Construction Agencies & that too within a week time after the submission of the bill by the respective contractor. The Architectural Consultancy Firm shall ensure submission along with every running bill (on account or interim bill) item-wise/ material wise (wherever applicable) consumption statement supported by complete calculations. In case of any variation reasons thereof. PMC shall have to certify the correctness of the same and submit report of this essence to the BSRDC. In case of delay in checking and certification without any sufficient reason, the Consultant shall be liable to a <u>penalty @ 7.5% (simple interest)</u> per annum from the date of expiry of prescribed time limit which will be compounded on yearly basis.
To answer the queries raised by investigation agencies.	To reply and settle the observations / objections / paras (if any) of the CAG audit or any other checking / investigating agency of the Government. The Consultant (Architectural Consultancy Firm) will be fully responsible for consequences of any audit / investigation para & its respective observation. If at all any financial implication arisen during or after the execution work in respect of the aforesaid observation/ settlement, then Architectural Consultancy Firm /PMC will have to bear the full cost of the financial implication.
Checking of system completion	Final inspection, snagging, supervision of testing and commissioning of various systems and assisting BSRDC in taking over of various parts of works and of various systems.
Preparation of documents and getting approvals for all the services	The Architectural Consultancy Firm shall have the overall responsibility of getting the approvals / NOC's / connections etc. for all services including power, water, sewer, drainage, fire fighting, lifts, DG set, etc., from government authorities. PMC may include this work in the scope of respective Contractors but will ensure that all or other such connections or clearances are obtained well in time before handing over the buildings and services to BSRDC.
Preparation of Daily / weekly / fortnightly / monthly progress reports	Architectural Consultancy Firm shall also apprise BSRDC of the progress and / or activities of the project on weekly / fortnightly / monthly basis as deemed fit by it, by preparing and submitting monitoring reports. The reports shall inter-alia include the following: a. Name of Project, Project Management Consultant, Architect and Contractor b. Scope of Works of Contractor c. Date of Commencement / Date of Completion: Scheduled and Actual d. Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment

	Constraints (if any). e. Status of Progress of Work: Cash Flow Chart, L.O.B. Chart and Bar Chart f. Areas of Concern g. List of Registers Maintained by PMC h. Labor Deployment Chart i. List of Equipment Mobilized at Site j. Materials/Personnel at Site k. Status of Payment to Contractor l. Quality of Material / Tests m. Cost Split Up of the Package n. Photographs of the Site o. Site Order Book p. Visitor's Site Inspection q. Consumable materials such as cement, steel, paint, primer, putty and admixtures, brought to site by the contractor will be recorded at the gate. Non-consumable type which would get covered up later will also have to be accounted at the gate.
Bill Payments	Architectural Consultancy Firm will be responsible for 100% checking of detailed measurement of work executed during the month for recommendation of RA bill payment of Contractor. Which in turn may be checked by BSRDC to the extent deemed fit, if required. During checking by BSRDC, if any deviation found (billed v/s actual) then Firm will be penalized accordingly. Amount of penalty will be decided by BSRDC as per the nature/ extent of deviation & it should be binding on the PMC.
Arrangement of inspections	Ensure all statutory inspections and checks.
Settlement of arbitration cases.	Architectural Consultancy Firm shall be fully responsible for dealing with Arbitration cases, if any, for Contracts entered between various agencies. Architectural Consultancy Firm will prepare claims / counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes by following Arbitration and Conciliation (Amendment) Act, 2015 or latest as passed / enforced by the Govt. of India. It shall be the sole responsibility of Architectural Consultancy Firm to defend the case provided there is no fault / negligence / delay on the part of BSRDC on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to Architectural Consultancy Firm shall be borne by Architectural Consultancy Firm. Architectural Consultancy Firm shall take all necessary steps to safeguard BSRDC's interest while dealing with the Contractor.
Preparation & submission of statement of all the consumables.	The PMC shall submit a consumption statement of all consumable material or materials getting covered up periodically along with demand for funds through Architectural Consultancy Firm. any kind of consumables such as cement, admixtures, paint or paint related materials, steel reinforcement while being brought inside the campus will have to be got recorded at security gate by producing the invoice or load tally. The nominated qualified person from the PMC will make the entry in a register and issue a pass. This pass shall be preserved and submitted along with the consumption statement. Any short fall on the quantity at gate register with that of theoretical consumption will be fined/ recovered from the PMC at double the price of that material to extent of shortfall or deficiency.
<b>Post Construction Stage</b>	
Payment settlement	Settlement of all accounts of the Contractors.
Handing over of utilities	Witness testing and commissioning of all utilities and certify the same.
Preparation of completion report	Provide project completion report which shall contain all technical and financial information of the project. Architectural Consultancy Firm to also obtain, submit & certify Completion Reports & drawings, getting structural stability/sufficiency certificate from the Designer/Architect and obtaining completion/occupancy certificate from Statutory authorities/body wherever required, issue of as built drawings & handing over all the assets to BSRDC.

Preparation of manual for the maintenance	Co-ordinate with Contractors/OEMs and arrange for user operation and maintenance manuals and training to client's representatives. PMC shall ensure that technician of BSRDC get sufficient training and for this PMC shall seek an authentication from BSRDC. In the absence of authentication, it will be presumed that training not conducted or imparted. In respect of highly specialized instruments if any, the supplier has to deploy an operator for three months at site of installation. All warranties and guarantees on equipments/ fixtures etc. procured by the Contractors shall be in the name of BSRDC and appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialised works like lifts, air conditioning, DG sets, power substations, fire fighting etc., a 5 year comprehensive AMC renewable every year based on the performance after DLP of 1 year provision may be included in the tender documents by Architectural Consultancy Firm with the stipulation that after handing over of these works, BSRDC shall enter into a supplementary agreement for operation and maintenance with the Contractors on the same terms and conditions. All warranties and guarantees shall be in the name of BSRDC. Appropriate clauses will be inserted in the tender documents by the Architectural Consultancy Firm for comprehensive Annual Maintenance Contract with contractor for 5 years after DLP.
Arrangement of inspections & rectification of problems during the DLP	Provide adequate engineering and supervisory staff for inspection / monitoring of works on communication from BSRDC, during Defect Liability Period and issue of timely notice to vendors / agencies for rectification of defects, if observed.
Settlement of Audit/CTE's observation/arbitration cases	To reply and settle the observations / objections / paras (if any & at any stage pre/during/post construction & at any point of time) of the CAG audit or any other checking / investigating agency of the State or Central Government. As Engineer of the Project, the Consultant will be fully responsible for consequences of any audit / investigation para & its respective observation. If at all any financial implication arisen during or after the execution work in respect of the aforesaid observation/ settlement, then Architectural Consultancy Firm will have to bear the full cost of the financial implication.
Others Any other activity that is necessary for accomplishment of the Job but not mentioned herein is deemed to have been included in the scope of PMC. And the decision of BSRDC shall be final in this regard and binding to the PMC.	

#### 4.4 Services during completion stage- By the Architectural Consultancy Firm:

- I. Occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal / Fire Electrical Inspectors will be obtained by Architectural Consultancy Firm through the civil contractor and supplies the same to the BSRDC. Any fee payable to local bodies for issue of completion certificate shall be borne by the employer. However, BSRDC may call upon Architect for advice.

- II. Civil contractor shall prepare completion drawings (as built drawings), plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed in hard (10 sets) and soft (2 sets) copies and submit through Architectural Consultancy Firm as indicated by the BSRDC.
- III. A 3-D model of the campus has to be prepared and submitted to the BSRDC after final approval of Mater Plan and Architectural features.
- IV. After the above are completed, Architect along with PMC team shall submit their Completion report, recording his approval or comments if any, to be attended by Contractor during rectification period.
- V. Assist the employer in Arbitration / Litigation case that may arise out of the contract entered into, in respect of above project, regarding clarifications / interpretations, supply of drawings, designs, specifications as and when required. The architect's role will be limited to these clarifications only and unless specifically required by Arbitrator / Court. These will be reimbursed on above basis. Tender document for selection of Architect cum Consultant for Phase construction services as completed in hard (10 sets) and soft (2 sets) copies as indicated by the BSRDC.
- VI. The above scope of services of the Architect is indicative in nature. The Architect shall have to provide all the services not specifically excluded but required for successful implementation of the project.

#### 4.5 Time Schedule for Stage Wise Activities of Architect

Table 4.1 : Time Schedule for Stage Wise Activities of Architect

Sl. NO.	Activities	Period	Remarks
<b>A.</b>	<b>Preliminary Stage</b>		
A1.	Topographic survey	2 weeks	Topographic survey can be started after signing of this agreement (Total- 2 weeks)
A2.	Preparation and submission of drawings as stated in Preliminary planning stage for approval from the BSRDC.	5 weeks	From agreement (Total - 7 weeks)
<b>B.</b>	<b>Design Finalization Stage</b>		
B1.	Preparation and submission of drawings as stated in Final Design stage after incorporating comments/suggestion from the BSRDC.	5 weeks	Total- 12 weeks
<b>C.</b>	<b>Municipal and Statutory Approvals stage</b>		
C1.	Preparation and submission of drawings as stated in Municipal Approvals stage and obtain the approvals.	4 weeks	Total - 16 weeks
C2.	Preparation and submission of drawings as stated in Pre-tender stage.	4 weeks	Total - 20weeks
<b>D.</b>	<b>Implementation Stage</b>		

#### 5. FEE AND PAYMENT TERMS FOR ARCHITECTURAL SERVICES

- I. The Architect will be paid an approved lump sum fee as per the agreement. The Architect's fee for the above project shall remain unchanged for the present scope of work even if the total cost of the project increases/ decreases up to 10% subsequently.
- II. BSRDC shall pay the Architect the fee for the professional services rendered by them for the entire project as per Scope of Comprehensive Architectural Services detailed in this document. The quoted fee should be inclusive of all the costs towards the whole project and no hidden costs/ exclusions should be appended.

- III. The lump sum fee payable to the Architect shall be inclusive of: Fee payable by the Architect to any of its sub-Architect / Agencies / Associate(s).
- IV. The cost of all visits of the Architect, their Associates/ Employees and sub-Architects to site for the entire completion of scope of services.
- V. In case, the Architect or his representatives are required to visit any place outside Bihar to visit any Project for reference, to study finalization of construction material or associated manufacturer to fulfill responsibilities as per the scope of Comprehensive Architectural Services then all such expenses on travel, boarding and lodging will be included in the lump sum fee of the Architect.
- VI. The cost incurred for establishing a permanent office at site by the Architect during the contract period for implementing the project. Cost of office expenses of the Architect/ Sub-Architects including, stationary, travelling, attending meeting and related expenses shall be deemed to be included in the lump sum fee of the Architect.
- VII. The fee toward accreditation of three-star GRIHA Rating shall be borne by the BSRDC.
- VIII. Any statutory payment such as application fee, development charges, water and electricity connection charges, obtaining clearances and approval for commencement of work, fee paid to municipal authorities, GRDA etc. shall be borne by the BSRDC.
- IX. The lump sum fee does not include GST.
- X. The lump sum fee shall be including all prevailing taxes and levies but excluding GST.
- XI. No extra fee due to subsequent escalation in cost of services as a result of variations in cost of labour, materials, specifications etc. shall be paid. However, for PMC fee component, the escalation shall be payable as mentioned in Cl. 2.4.
- XII. For the purpose of the Contract, it is agreed that the 'Fee' specified in Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date. If any rate of tax is increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Architect in connection with performance of the Contract, an adjustment of the fee shall be made by addition or deduction, as the case may be.

### 5.1 Stage wise release of fee Payable to Architect

For each of the services in the scope of Architect, the Architect shall be paid as per the stages given in Table below.

**NOTE - The below mentioned fee Payment schedule to the architect is distributed in such a way that his involvement will remain with the project till the completion of the work and he will receive against work done on regular basis.**

**Table 5.1 : Payment Schedule**

Description	Fee to be released*
<b>1. Preliminary Planning Stage</b> After ascertaining BSRDC requirements, preparation and submission of conceptual scheme of the new campus, Master Plan and all to the BSRDC.	10% of the lump sum fee.
<b>2. Final design Stage</b> On Preparation and submission of the drawings as Indicated in final design stage	10% payable at this stage (total 20% of fee payment completed)
<b>3. Municipal / Statutory approvals</b> On Preparation and submission of the drawings to obtain Municipal / Statutory approvals. On Obtaining all necessary Municipal /Statutory approvals	10% payable at this stage (30% of the sum fee payment completed)
<b>4. On award of Construction work to the Contractor for the Construction of Project.</b>	15% payable at this stage (45% - the lump sum fee payment completed).
<b>5. CONSTRUCTION STAGE</b> One Architect will visit the site (25 Nos. visits of architect) for inspection of construction works that the work is being done as per approved drawings and specifications, and also	30% of the fee payable at this stage- construction linked as given below

to provide clarifications on drawings and additional details required by BSRDC during the course of execution of works:	
On completion of 20% of value of work	5% of the lump sum fee
On completion of 40% of value of work	5% of the lump sum fee
On completion of 60% of value of work	10% of the lump sum fee
On completion of 80% of value of work	10% of the lump sum fee
On technical completion of Construction Work	10% of the fee (85% of the fee payment completed)
<b>6. COMPLETION STAGE</b>	
On submitting Completion Reports and after the settlement of the queries raised by Arbitration of related to scope of Architectural services, if any.	15% (remaining), thus, making the full Payment of the 100%. Release of Performance Guarantee and release of Security Deposit after adjusting any due.

*\*The Fee component towards PMC charges is not included in above payment structure and same shall be paid after commencement of PMC services on monthly basis to be divided by the construction period assumed to be 24 months.*

- Payment due to the Architect against its fee at all stages shall be computed and made as per schedule of payment in the above table.
- Progressive on account payments shall be made by the BSRDC to Architect as per sequence of the stages based on work fully completed up to that stage and not for any part thereof.
- TDS and statutory deduction, if any shall be deducted as per prevailing Government Rules and Regulations before releasing the payment at each stage to the Architect. The Architect provide a certificate of TDS deduction made to the Architect.
- No additional fee is payable for deviations in the quantities of any item during actual execution. No extra/ substituted items, deviations (plus/minus) shall be considered.
- Modifications, Additions and Alterations:
  - The BSRDC shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work. Nothing extra will be paid for the same.
  - The Architect shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document except without first obtaining the written consent of the BSRDC.
  - In case, BSRDC decides to exclude the PMC services, then the fee component towards PMC only shall not payable. No claims whatsoever shall be raised by the Consultant.
  - If the final built up areas or infrastructure increases or decreases by more than 10% of proposed overall built-up area stipulated in this document then the Architect's fee shall be revised proportionately (for portion beyond 10%) based on the lump sum fee of the Architect. Increase or decrease of built-up areas up to 10% shall be included in the lump sum fee of the Architect and nothing extra shall be paid to the Architect on this account.
  - The fee is inclusive of responsibilities of carrying out modifications in design and drawings.

## 6 GENERAL CONDITIONS OF CONTRACT

### 6.1 General Provisions

#### 6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law means the laws and any other instruments having the force of law in the Government's country as they may be issued and in force from time to time;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 6 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 6.2.1;
- d) "Foreign currency" means any currency other than the currency of the Government;
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of Bihar;
- g) "Local currency" means the currency of the Government;
- h) "Member", in case the Consultants consist of sole bidder or single entity a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- i) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.
- l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- m) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 6.4.3; and
- n) "Third Party" means any person or entity other than the Government, the Client, the Consultancy Firm or a Sub consultant.

#### 6.1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### 6.1.3 Governing Law and Jurisdiction

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and the Courts at Patna shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### 6.1.4 Language

This Contract has been executed in the language specified in the RFP, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 6.1.5 Table of Contents and Headings

The table of contents, headings or sub-headings in this agreement are for convenience for reference only and shall not be used in, and shall not limit, alter or affect the construction and interpretation of this Contract.

#### 6.1.6 Notices

- i. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of

- the Party to whom the communication is addressed, or when sent by registered mail, facsimile or email to such Party at the address specified in the RFP.
- ii. Notice will be deemed to be effective as specified in the RFP.
  - iii. A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the RFP with respect to Clause GC 6.16. (ii).

#### 6.1.7 Location

The Services shall be performed at such locations as are specified in Letter of Acceptance (Annexure - T) hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

#### 6.1.8 Authority of Member in Charge

In case the Consultants consist of a sole bidder or single entity ~~joint venture of more than one entity, with or without an Associate the Members~~ hereby authorize the entity specified in the RFP to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

#### 6.1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the RFP.

#### 6.1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

### 6.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

#### 6.2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

#### 6.2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the RFP, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### 6.2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the RFP.

#### 6.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 6.3 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the RFP.



**6.2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**6.2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modification made by the other Party.

**6.2.7 Force Majeure****6.2.7.1 Definition**

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**6.2.7.2 Breach of Contract**

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

**6.2.7.3 Measures to be Taken**

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**6.2.7.4 Extension of Time**

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

### 6.2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### 6.2.7.6 Consultation

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

### 6.2.7.7 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 6.3 Termination

### 6.3.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below), for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 6.3.1, terminate this Contract:

- a) If the Consultants fail to remedy a failure in the performance of their obligations as under, as specified in a notice of suspension pursuant to Clause 2.3 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6.16 hereof;
- d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

or

- f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 6.3.2 By the Consultants

The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 6.1.6, terminate this Contract:

- a. if the Client fails to pay any money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 6.16 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
  - b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
  - c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- or
- d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 6.16 hereof.

### 6.3.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 6.2 or 6.9 hereof, or upon expiration of this Contract pursuant to Clause 6.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.4.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.4.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

### 6.3.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 6.3.1 or 6.3.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 6.4.9 or 6.4.10 hereof.

### 6.3.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 6.3.1 or 6.3.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- I. Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- II. Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- III. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 6.3.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

### 6.3.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 6.3.1 or in Clause 6.3.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 6.16 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 6.4 OBLIGATIONS OF THE CONSULTANTS

### 6.4.1 General

#### 6.4.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

#### 6.4.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel and agents of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

### 6.4.2 Conflict of Interests

#### 6.4.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### 6.4.2.2 Consultants and Affiliates not to be otherwise interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 6.4.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the RFP.

### 6.4.3 Confidentiality

The Consultants, their Sub consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**6.4.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the RFP, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

**6.4.5 Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the RFP, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**6.4.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants' costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

**6.4.7 Consultants' Actions requiring Client's prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in **Annexure K**;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the RFP.

**6.4.8 Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, shall be as specified in the RFP.

**6.4.9 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

## 6.5 CONSULTANTS' PERSONNEL

### 6.5.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### 6.5.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in **Annexure - K**.

(b) If required to comply with the provisions of Clause 6.4.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B may be made by the Consultants by written notice to the Client, provided

(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and

(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.15 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the Client and the Consultants.

### 6.5.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name in **Annexure - K** are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

### 6.5.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Professional / Sub Professional Personnel are set forth hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country is specified in hereto.

(b) The Key Professional / Sub Professional Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff- months of service set for. Any taking of leave by Personnel shall be subject to the prior approval of the Client by the Consultants, who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

### 6.5.5 Removal and/or Replacement of Key Personnel

Removal and/or replacement of Key Personnel shall be regulated as under:

- I. In case notice to commence services pursuant to Clause 6.2.1 of this Contract is not ordered by Client within 120 days of signing of contract the key personnel can excuse themselves on valid grounds, e.g., selection on some other assignment, health problem developed after signing of contract, etc. In such a case no penalty shall be levied on the Firm or on the person concerned. The firm shall however be asked to give a replacement by an equal or better scoring person, whenever mobilization is ordered.
- II. In case notice to commence services is given within 120 days of signing of contract, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than three Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Replacement of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5 % (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be replaced. In case of second replacement the reduction in remuneration shall be equal to 10% (ten per cent) and for third and subsequent replacement, such reduction shall be equal to 15% (fifteen per cent). The maximum age limit of replaced key personnel shall be 65 years as on the date of submission of proposal for such replacement.
- III. If the consultant finds that any of the personnel had made false representation regarding his qualification and experience, he may request the Employer for replacement of the personnel. There shall be no reduction in remuneration for such replacement. The replacement shall however be of equal or better score. The personnel so replaced shall be debarred from future projects for 2 years.
- IV. Replacement after original contract period is over: There shall be no limit on the replacements and no reduction in remunerations shall be made. The replacement shall however be of equal or better score.
- V. If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him. For such replacement there will be no reduction in remuneration.
- VI. If any member of the approved team of a consultant engaged by BSRDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other BSRDCL projects.

#### 6.5.6 Team Leader and Coordinator

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person from its Head Office as Project Coordinator who shall be responsible for day-to-day performance of the Services.

### 6.6 Obligations of the Architectural Consultancy Firm

#### 6.6.1 Standard of Performance

The Architect shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The Architect shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the BSRDC, and shall at all times support and safeguard the BSRDC's legitimate interests in any dealings with sub-Architect or third parties. The Architect shall also suggest and recommend remedial measures for timely completion of the project.

**6.6.2 Law Governing Services**

The Architect shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Architect, as well as the personnel and agents of the Architect comply with the Applicable Law. If required the BSRDC shall advise the Architect in writing of relevant local customs and the Architect shall, after such notifications, respect such customs.

The Architect shall indemnify and hold harmless the BSRDC from and against any and all liabilities, damages, claims, fines, penalties, statutory dues and expenses of whatever nature arising out of the violation of such laws by the Architect or its personnel, including the sub-Architect/Agencies deployed by them and their personnel.

**6.6.3 Confidentiality**

The Architect, their sub-Architect and the personnel of either of them shall not, either during the term or within three (3) years after the expiration of this contract, disclose any proprietary or confidential information relating to the projects, the services provided by Architect under this contract, BSRDC's operations without the prior written consent of the BSRDC.

**6.6.4 Professional liability Insurance to be taken by the Architectural Consultancy Firm**

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

Workman's compensation insurance, covering all employees of Architect for statutory benefits as set out and required by local law in the area of operation or area in which Architect may become legally obliged to pay benefits for bodily injury or death.

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

**6.6.5 Reporting Obligations**

The Architect shall submit to the BSRDC, the reports and documents specified in Scope of Comprehensive Architectural Services, in the form in the numbers and within the time periods as directed by the BSRDC.

**6.6.6 Documents prepared by the Architectural Consultancy Firm to be the property of the BSRDC**

All plans, drawings, specifications, designs, reports and other documents prepared by the Architect in performing the services shall become and remain the property of the BSRDC, and the Architect shall not later than upon termination or expiration of this contract deliver all such documents to the BSRDC, together with a detailed inventory thereof. The Architect may retain a copy of such documents. The Architect shall not use these documents for purposes unrelated to this contract without the prior written approval of the BSRDC.

**6.6.7 Material furnished by the BSRDC**

The material made available to the Architectural Consultancy Firm by the BSRDC shall be the property of the BSRDC and shall be marked accordingly.

Upon termination or expiration of this agreement, the Architectural Consultancy Firm shall furnish forth with to the BSRDC, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the BSRDC.

**6.6.8 Performance Guarantee**

The Architect shall submit an irrevocable Performance Guarantee of 10% (Ten Percent) of the tendered amount as per Annexure - N Performa attached with the RFP form of Bank Guarantee. The proper performance of the contract agreement, (not with-standing and for without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. This period can be further extended by the BSRDC at the written request of the Architect, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of the BSRDC, for a maximum period of 7 days.





The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the Architect shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the consultancy services by the competent authority, the performance guarantees shall be returned to the Architect, without any interest.

The BSRDC shall not make a claim under the performance guarantee except for amounts to which BSRDC is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract's agreement) in the event of:

Failure by the Architect to extend the validity of the Performance Guarantee as described herein above, in which event the BSRDC may claim full amount of the performance Guarantee. Failure by the Architect to pay BSRDC any amount due either as agreed by the Architect or determined under any of the Clauses/conditions of the agreement within 30 days of the service of notice to this effect by BSRDC.

If the agency withdraws his offer or make any changes in his offer after award of contract, 100 % of the performance guarantee will be forfeited by the BSRDC. Further, the Architect does not start the work after award of work within 30 days the award of work performance guarantee submitted by him/her will be forfeited by the BSRDC in the above eventuality, the Architect will be debarred from participation in retendering process of this work. Further if there is a retender.

**6.7 SPECIAL CONDITIONS OF CONTRACT**

**A. Amendments of, and Supplements to, Clauses in the General Conditions**

- The words "in the Government's country" are amended to read "in INDIA"
- The language is: English
- The addresses are:

For the Client : Bihar State Road Development Corporation Ltd., Central Mechanical Workshop Campus, Near Patna Airport, Shekhpura, Patna-800014

Attention : Chief General Manager, BSRDCL

Facimile : +91-612-2226723 . . . . .;

E-mail: <bsrdcltd@gmail.com >

**For the Consultants:**

<p><b>Attention:</b></p> <p><b>Name</b></p> <p><b>Designation</b></p> <p><b>Address</b></p> <p><b>Tel:</b></p>	<p><b>Fax:</b></p> <p><b>E-mail address</b></p>
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**Notice will be deemed to be effective as follows:**

- A. In the case of personal delivery or registered mail, on delivery;
- B. In the case of facsimiles, 24 hours following confirmed transmission.
- C. In case of E mail, 24 hours following confirmed transmission.

- Sole bidder or single Entity to Act as Member in charge (~~In case of Joint Venture of Consultants~~) with or Without an Associate: - .....

- The Authorized Representatives are:

**For the Client : ( Chief General Manager, BSRDCL)**

For the Consultant: Name

Designation

The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws (prevailing 7 days before the last date of submission of bids) during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

#### 6.7.1 The effectiveness conditions are the following:

- The contract has been approved by Bihar State Road Development Corporation Ltd.
- The consultant will furnish within 15 days of the issue of letter of acceptance, an unconditional Bank Guarantee an amount equivalent to 10% of the total contract value to be received by him from a Nationalized Bank, any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account.
  - The time period shall be "four months" or such other time period as the parties may agree in writing.
  - The time period shall be "fifteen days" or such other time period as the Parties may agree in writing.
  - The time period shall be ----- months or such other time period as the parties may agree in writing.

#### 6.7.2 Limitation of the Consultants' Liability towards the Client

A. Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- for any indirect or consequential loss or damage; and
- for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

B. This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

#### 6.7.3 The risks and the coverage shall be as follows:

- Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.
- The Consultant shall provide to Bihar State Road Development Corporation Ltd Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.
  - The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under

- this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- ii. The policy should be issued only from an Insurance Company operating in India.
  - iii. The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract.
  - iv. If the Consultant enters into an agreement with BSRDCL in Sole bidder or single entity a joint venture or in association<sup>2</sup>, the policy must be procured and provided to BSRDCL by the sole bidder or single entity joint venture/in association entity and not by the individual partners of the joint venture/ association.
  - v. The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of Bihar State Road Development Corporation Ltd. The insurance company may provide an undertaking in this regard.
- d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

## 6.8 Deficiency of Services

Deficiencies in the services on part of supervision consultants may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and/or debarment, blacklisting etc. by the client. Client shall have the right to communicate to all the Department/Govt./ Agencies inside the state and outside the state regarding action initiated against the consulting firm regarding their inferior services. Sample deficiencies include but are not limited to the following:

- Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates, etc.
- Not keeping proper records regarding quality control, inspection, rejection/rectification of work, etc.
- Failure to give proper and timely advice to client/contractor to enable correction during execution.
- Delay in design and withholding approvals, etc. beyond the period mentioned in this TOR for such action.
- Recommending extension to the contractor with a view to extending duration of supervision services.
- Discrepancies found regarding Quality Control Results data.
- Refusing to give reasons for decisions when called for by the client.
- Not being fully conversant with manuals, specifications, standards, client's/ Ministry's guidelines and requirement of the project to be followed during construction.
- Certifying substandard work for payment.
- Not exercising required scrutiny/non approval of temporary stretch/works.
- Lack of proper coordination with contractors and Project Manager/ client's representative to ensure smooth implementation of projects.
- Permitting subletting of any part/ major works without authorization.
- Delay in mobilization of required staff at any stage of the contract.
- Indulging in corrupt, fraudulent, coercive or collusive practices.

## 6.9 Penalties

In case delay in satisfactory completion of services occurs due to consultant, beyond the stipulated period of completion, the consultant shall be liable to pay penalty @ 0.05% (One twentieth percent) per calendar day subject to maximum of 10% (ten percent) of contract sum. For delays in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by BSRDC is liable to be forfeited. However if the completion of services is delayed due to reason beyond the control of the consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. In the event of grant of any time extension, the Employer shall pay the same rates on pro-rata basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by Consultant upon advice by BSRDC with no extra cost to the employer. For delay in according approvals by the Consultant as per the requirement mentioned in this TOR, a penalty @ 0.01% of the contract sum, per day of delay, may be imposed on the consultant by the employer subject to a maximum penalty of 5% of the contract sum on this account. This penalty if imposed any shall be separate from the penalty which may be attracted due to delay in completion of services as mentioned earlier in this clause.

## 6.10 Consultant's Proposal Submission

The TOR is prepared to address supervision consultancy package in a general way. The consultants have been short-listed for this package. The consultants are advised to inspect the concerned project stretch and acquaint themselves with the ground realities. The consultants are also advised to go through the bid documents of the construction package(s) which have been put to tender by the Employer before submission of proposal and include the provisions required thereof meeting the contract requirements.

The consultant's submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project stretch requirements. All specific issues for which references have been made in the various clauses of this TOR should be addressed effectively. Descriptions of General nature should be avoided.

## 6.11 Security Deposit

- The security in the form of performance guarantee shall be refunded on completion of this contract. The performance guarantee will be extended for extension of time, if any, for agreement of Architect is decided by the competent authority.
- The validity of the bank guarantee shall be valid beyond 45 days of validity of the contact period.

## 6.12 Abandonment of Work

- If the Architect abandons the work for any reasons whatsoever or becomes incapacitated from acting as Architect as aforesaid, the BSRDC may make full use of all or any of the drawings prepared by the Architect and that the Architect shall be liable to pay such damages as may be assessed by the BSRDC subject to a maximum of 10% (Ten percent) of the total fee payable to the Architect under this agreement, The BSRDC may make full use of all or any of the drawings prepared by the Architect and proceed from the stage from where the Architect left the work.
- If at any time after acceptance of offer of consultancy, BSRDC decides to abandon or reduce the scope of work for any reason whatsoever, the BSRDC shall give notice to the Architect in writing to that effect and he shall act accordingly.
- The Architect have no claim to any payment of compensation or otherwise whatsoever. The Architect 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.

## 6.13 Rights & Responsibility

- a. The architect shall be fully responsible for the technical soundness correctness and efficiency of the proposal including those of specialists engaged it any by him.

- b. All plans, designs and data collected for this project shall be the property of BSRDC. The Architect shall have no right to them in any way without the written consent of the BSRDC.
- c. The entire information as furnished to the Architect as well as that gathered by the Architect in the process of inspection shall be kept strictly confidential and not passed on to any unauthorized person.
- d. The Architect shall also indemnify BSRDC from and against all claims and proceedings for or on account of infringement of any patent rights, etc. In respect of each and every part of the work. Such indemnity shall be furnished to the BSRDC upon acceptance of quotation and before any payment is made.

#### 6.14 Number of documents and copy right

- a. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies.
- b. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body/ies.
- c. All the drawings for the comments, discussion and approval of BSRDC shall be submitted in triplicate.
- d. Six copies of all the final drawings shall be submitted to the BSRDC along with one reproducible in A-1 or large size along with a soft copy in CD/DVD/PEN DRIVE.
- e. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD/DVD/PEN DRIVE without any extra charges. All these drawings will become the property of the BSRDC. The BSRDC may use these drawings in part or full in any other work without any notice to the Architect and without any financial claim of the Architect.
- f. The drawings cannot be issued to any other person, firm or authority or used by the Architect for any other project. No copies of any drawings or documents shall be issued to anyone except the BSRDC and/or his authorized representative.

#### 6.15 General Conditions

- a. The BSRDC will have the liberty to supervise and inspect the work of Architect at any time by any officer nominated by him who shall be at liberty to examine the records/documents
- b. The Drawings and Specifications shall be based on National code of practice, local bye laws, environmental regulations and design norms and sound engineering practices.
- c. The Architect shall render every assistance, guidance and advise in general to the BSRDC on any matter concerning the technical aspects of the project.
- d. The Architect shall promptly notify the BSRDC of any change in the constitution of his firm. It shall be open to the BSRDC 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 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.
- e. The Architect shall during the period of this assignment and till the satisfactory completion of the project, give related advice regarding the project to the BSRDC.
- f. The Architect shall exercise all reasonable Skill, care and diligence in the discharge of duties hereby agreed to be performed by them.

#### 6.16 Approval and Liabilities

- a. The Architect shall inform the BSRDC about the name, professional qualifications and experience of sub-Architects proposed to be engaged by him, if any, and obtain prior written approval of the BSRDC for such engagement. However, the Architect shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-Architects.
- b. The Architect shall supervise the said work to ensure that the work is carried out generally in accordance with the drawings, specification and his own concept Appointment of BSRDC's own engineering staff shall not absolve the Architect of his responsibility of supervision.

- c. The Architect here by 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 by the BSRDC in respect of any proprietary rights or copyrights relating to the plans, drawings, and specifications on his part or on the part of any other party.
- d. The Architect shall not assign, sub-let or transfer any obligation or right of the Architect under this agreement without the written consent of the BSRDC.

## 6.17 Architect's Personnel to be reviewed in terms of technical bid

### 6.17.1 General

The Architect shall employ and provide such qualified and experienced personnel as are required to carry out the services as per the scope of services.

### 6.17.2 Description of Personnel

- a. The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the Architect's Key personnel as described in technical proposal.
- b. If required to comply with the provisions of this contract, adjustments with respect to the estimated periods of engagement of key personnel set forth in technical proposal may be made by the Architect by written notice to the BSRDC provided; that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or fifteen days whichever is larger. Any other such adjustments shall only be made with the written approval of the BSRDC.
- c. If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of key personnel set forth in technical proposal may be increased by agreement in writing between the BSRDC and the Architect
- d. **Approval of personnel :** The key personnel and sub Architect listed by title as well as by name in Technical Proposal and accepted by the BSRDC shall deem to be approved by the BSRDC in respect of other Key Personnel that the Architect propose to use in carrying out of the service, the Architect shall submit to the BSRDC for review and approval a copy of their biographical data, If the BSRDC does not object in writing stating the reasons for the objection (within twenty one 21 (calendar days from the date of receipt of such biographical data) and if applicable such certificate, such key personnel shall be deemed to have been approved by the BSRDC.

### 6.17.3 Removal and/or Replacement of Personnel

Except as the BSRDC may otherwise agree, no changes shall be made in the Key Personnel If, for any reasons beyond the reasonable control of the Architect, it becomes necessary to replace any of the personnel, the Architect shall forthwith provide as a replacement another person of equivalent or better qualifications. In such case approval should be taken from BSRDC. Reimbursement of the replaced personnel will be 95% of the original approved, if any. Replacement may be allowed not more than 2 times.

If the BSRDC Finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Architect shall at the written request of the BSRDC specifying the grounds therefore, forthwith provide as a replacement person with qualification and experience acceptable to the BSRDC.

## 6.18 Obligations of the BSRDC

### 6.18.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Architect in performing the services then the remuneration and reimbursable expenses otherwise payable to the Architect under this Contract shall be increased or me decreased accordingly by agreement between the parties hereto.

**6.18.2 Payment**

In consideration of the services performed by the Architect under this Contract, the BSRDC shall make to the Architect such payments and in such manner as is provided in this Contract.

**6.19 Payments to the Architect**

Currency of Payment: All payments shall be made in Indian Rupees.

**6.20 Fairness and Good Faith**

- a. The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- b. Operation of the Agreement: The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action shall be dealt as per the Contract.
- c. Warning/Debaring: In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Architect for minor deficiencies. In the case of major deficiencies in the Feasibility-cum-Preliminary Design Report causing adverse effect on reputation of the BSRDC, other penal action including debaring the Architect for certain period may also be initiated. BSRDC's decision in this regard shall be final.

**6.21 Liquidated Damages**

- a. The time allowed for carrying out the activities as per section 4.5 or any extension of time granted by the BSRDC for the reasons not attributable to the Architect shall be strictly observed by the Architect and shall be deemed to be the essence of the contract on the part of the Architect.
- b. The work shall, throughout the stipulated period of the contract be proceeded with all diligence and in the event of failure of the Architect to complete the work within time schedule, as specified in the document or within the validity of extended time period, the Architect is liable to pay compensation at the rate of 2% of fees per week or part thereof of delay to be computed on per day basis subject to maximum of ten (10) percent of fees of the Architect.
- c. The decision of the BSRDC to the period of delay on the part the Architect and the quantum of compensation for such delay shall be final and binding on the Architect

**6.22 Settlement of Dispute and Arbitration**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

**6.23 Dispute Resolution/Dispute Settlement**

- Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non – privileged records, information and data pertaining to any dispute.

**6.24 Arbitration**

- Any dispute which is not resolved amicably by Dispute Settlement, as provided in Clause 6.23 shall be finally decided by reference of such dispute by either Party to Bihar Arbitral Tribunal constituted under and in accordance with Bihar Public Works

Contract Disputes Arbitration Tribunal Act, 2008 [under the Rules and procedure set out therein], as amended from time to time. The award of Bihar Arbitral Tribunal shall be final and binding on the Parties.

- The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

### 6.25 Foreclosure/Part Foreclosure

- If at any time after acceptance of the tender, BSRDC shall decide to abandon or reduce the scope of the Architectural services for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the BSRDC shall give notice in writing to that effect to the Architect by not less than thirty (30) days and the Architect shall act accordingly in the matter. The Architect shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the consultancy works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- Upon termination of this contract, the Architect shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Architect up to and including the date of termination to the BSRDC. The Architect shall be duly paid for the works carried out and services rendered till the date of termination.

### 6.26 Carrying out Part Work at Risk and Cost to Architect

If the Architect

- At any time makes default during currency of the contract or does not execute any part of the scope of services with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the BSRDC; or
- Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the BSRDC; or
- Fails to complete the scope of services or items of scope of services with individual dates of completion, on or before the date(s) so determined, and does not complete them the period specified in the notice given in writing in that behalf by the BSRDC.
- The BSRDC without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the Architect which have either accrued or accrue thereafter to the BSRDC, by a notice in writing to take the part services/ part incomplete work of any item(s) in the scope of services out of the Architect's hands and shall have powers to:
  - Take possession of all the drawings, documents etc., thereon; and/or
  - Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Architect.

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

The certificate of the BSRDC as to the value of work done shall be final and conclusive against the Architect provided always that action under this clause shall only be taken after giving notice in writing to the Architect, provided also that if the expenses incurred by the BSRDC are less



than the amount payable to the Architect as determined by the BSRDC for the work in question, the difference shall not be payable to the Architect.

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

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

## 6.27 Standards of Ethics

The BSRDC desires that the Architect shall observe the highest standard of ethics during the selection and execution of such contracts.

- a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
  - "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 bidders, with or without the knowledge of the BSRDC, designed to establish prices at artificial non-competitive 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: -
  - The BSRDC will reject a proposal for award if it determines that the Architect recommended for award has engaged in corrupt or fraudulent or collusive or coercive activities in competing for the contract in question;

The BSRDC will declare an Architect ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any time determines that the Architect has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

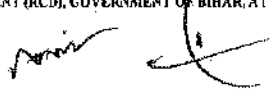
## 6.28 Time for Completion

The Architect shall complete the scope of work as defined in Time Schedule for stage-wise activities of Architect (Section 4) from the effective date of contract or within such extended time to which the Architect shall be entitled (Extension of Time) hereof.

## 6.29 Extension of Time

In case Architect is unavoidably hindered in carrying out the design/ drawings etc. on account of delayed decision or the approval by the BSRDC which is necessary to carry out further work, the architect will be allowed suitable extension of time by the BSRDC, whose decision shall be final and binding on the Architect.

No claim by the Architect shall be made against the BSRDC for such delayed approvals/decisions by the BSRDC, except for the grant of suitable extension of time.



### 6.30 Jurisdiction and Applicable Law

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/ all actions and proceedings arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the court of Competent civil jurisdiction in this behalf at Patna and only the said court(s) shall have jurisdiction to entertain and try such action(s) and or proceeding(s) to the exclusion of all other court.

This agreement shall be governed by the laws of India from the time being in force.

### 6.31 Quality Assurance

The Architect shall ensure quality in his work/service. The documents and design drawings prepared by the Architect shall correspond to the international best Practices and as a minimum conform to processes as defined in ISO 9001:2015, "Quality Management System Requirements" or its latest version.

### 6.32 Detailed Programme of Execution of Architectural Services

Detailed Programme of Execution of Architectural Services Within 15 days of award of work, the Architect shall submit a detailed plan of execution of the consultancy work along with the PERT chart, listing out the complete items of work as per scope of contract,

A deduction of INR 5,000/- per day delay will be made for non-submission of such a plan of work within 15 days of award of work.

## 7 DESIGN AND PROGRAM BRIEF

The current campus under proposed construction will develop as a residential university BSRDC with the following facilities;

- Academic Infrastructure for 200 trainees, the laboratories (6 Nos.) in the areas of concrete technologies, traffic engineering, pavement engineering and evaluation, geotechnical/material investigations, Bridges & Structures, Information Technology.
- Offices for Director including space for administrative room, rest room and conference, Faculties, General Administration, Finance, Maintenance & Stores.
- Hostels with 200 bed capacity including 1 Executive Hostel/Faculty guest (50 Nos. capacity), Community facility, Staff and faculty residence for 20 families, Guest house (2 Executive and 8 normal rooms), Directors Bungalow.
- Conference hall, lecture & theater rooms (IT Enabled), Auditorium of 200 seating capacity, canteen, sports club (indoor/outdoor), library.

The program brief given below in this section is for a guideline to specify our requirement. On award of contract, the exact program brief will evolve after discussion with BSRDC.

### 7.1 Design Brief: Overall

The new campus will have an educational/R&D environment which would stimulate and facilitate intense and creative engagement with the processes of teaching, learning and research. It will foster the formation of a community of thinkers, researchers and concerned citizens. BRRDC wishes to bring together the finest minds in an environment of creative interaction. The built environment should:

- Permit free exchange of ideas, through interaction between the faculty and staff members amongst themselves and with the trainees/students' groups.

- Foster amiable relationships on the non-academic front between members of the BRR community and generate a culture that is sensitive to human beings.
- BSRDC looks forward to develop climatically responsive/ energy suited to their Architectural design
- The design should be responsive to create a barrier free environment for differently-abled people.
- BSRDC looks forward for proposals with robust Architectural design, adaptable to present day need and immediate future

## 7.2 Program Brief:

The projected numbers in the tables below are only guidelines for Stage-2 submission and provide an overview of BSRDC requirement. The scope of work may not be limited to it. BSRDC also reserves the right to modify, combine, add or reduce activities at any time. These parameters are very likely to change during process of design.

## 7.3 Design Brief: R&D/Academic cum Administrative Building

Below requirement is a tentative minimum guideline. Firms are required to refer to standards design concepts.

Sl. NO.	Suggested Current Requirements	Requirement for Current phase
1	Academic/R&D cum Administrative building to meet requirement of	200 trainees, 20 (approx.) faculty members/officers, 25(approx.) supporting staff.
2	Total building requirement	
3	Faculty Rooms	
4	Department Offices, HoD chamber and related offices	
5	Laboratory spaces (6 Nos. of labs)	
6	Directors' office (including space for private administrative room, rest room and private conference).	
7	Maintenance & Stores	
8	Library	
9	Conference hall	
10	Lecture & theater rooms (IT Enabled),	
11	Auditorium	
12	Canteen	
13	Sports club (indoor/outdoor)	

### Important features:

- The facilities will be used by students, faculty and employees of BRR. The building will house the academic, research and administrative units of the BSRDC.
- Reduction in energy requirements for running the infrastructure is a major concern for BSRDC.
- Optimization of air conditioning loads and exploration of passive design elements to create better comfort conditions.
- It is advised to adhere to NBC norms broadly for providing support amenities like toilets etc., considering that BRR will be a predominantly residential campus.
- Innovative design ideas for parking cars and two wheelers (For Guests as well as Staff members).
- Compact, pedestrian friendly campus road network optimizing the land requirement while creating a vibrant residential zone.
- Recommended building height: Minimum G+5 storied building and <25% ground coverage.

**7.4 Design Brief: Hostels**

Sl. NO.	Suggested Current Requirements	Requirement for Current phase
1	Total Students capacity Girls and Boys Ratio	150 normal and 50 Executive 1:2
2	Double/Triple Rooms Single Rooms	70% of Students 30% of Students
3	% Of rooms with air conditioning (to be converted later)	30%
4	Common messing and dining facility including indoor activity area common for boys and girls.	As per standard adequacy guidelines
5	Common outdoor play and activity area including outdoor games and sports facilities – common for boys and girls.	
6	Toilet facilities	
7	Provision store, snacks corner, late night cafeteria (can be a part of common shopping facilities)	
8	Wardens' office and other administrative setup	Adequate

**Important features:**

- Contextual response to the design of hostels being constructed and response to Master plan recommendations for Hostels.
- Exploration of room design of different capacities. BSRDC believes that promotion of double seated rooms will be good for overall well-being of the trainees/students. The consultants are encouraged to propose innovative room layout designs for single and double seated rooms in one building.
- Creating year-round thermal comfort conditions is especially critical for Hostels. Passive design elements should be explored to create better comfort conditions.
- The consultants are free to explore various structural systems suited to their architectural design
- The Consultant are requested to adhere to NBC norms for providing number of urinals, baths, WC, provision of toilet for differently abled students.
- Innovative design ideas for parking for cycles and two wheelers
- Compact, pedestrian friendly development optimizing the land requirement while creating a vibrant community life in the hostel zone
- Recommended building height: Minimum G+5 storied building and <25% ground coverage spacing
- Hostel Room Sizes
  - Following are the proposed room sizes for hostels which should be used for reference only. The consultants are encouraged to develop and demonstrate design optimizing the room areas, circulation and common space areas.
  - Single Rooms: 2m x 3.5m and Double Rooms: 4m x 3.5m (suggestive only).

**7.5 Design Brief: Director Residence**

Sl. NO.	Suggested Current Requirements	Requirement for Current phase
<b>Private Zone</b>		
1	Living room, Dining room, four bed rooms with attached dressing rooms, toilets, Kitchen and Store	1 Unit
<b>Public zone</b>		
2	Guest rooms with attached dressing rooms and toilets. The Guest rooms should be planned and designed in a manner that they are part of Directors bungalow but facilitate independent movement of guests and use of common facilities close to hostel.	1 Nos.
3	Study/Office room for Director to work and meet staff/ BRRRI guests.	1 Nos.

Sl. NO.	Suggested Current Requirements	Requirement for Current phase
4	Multipurpose hall and facilities for entertaining formal Guests Student groups (up to 30-person capacity) attached toilet. provision of pantry, and storage facilities. (Can be a part of club facilities also)	1 Nos.
5	Quarters: One room quarter with attached bath, toilet and kitchenette for help.	1 Nos.
6	Parking: Covered parking for at least two car Parking for visitors and guests also needs to be planned and integrated with club facility.	
7	Gated Boundary wall	
8	Total recommended area	300 sqm. (Approx.)

#### Important features:

- One of the important functions of the Director is to have frequent interactions with the guests of the BRRI, staff and students. To facilitate this, master plan has recommended placement of Director's residence adjoining the trainee hostel.
- It is important that the placement and design of Directors residence respond to the idea of having a public zone and a private zone. Public zone is where the Director is able to interact with staff, students and Guests in his residence and Private zone is a personal space for family.
- It will be important to have a contextual response to the design of trainees' hostel, club and buildings being constructed nearby while also responding to the master plan recommendations.
- Exploration of passive design elements to create better comfort conditions.
- Parking for cars and two wheelers (For guests as well as family members).
- Compact design optimizing the land requirement.

#### 7.6 Design Brief:

Campus boundary wall, main gate, services network consisting of water supply network, storm water network, landscape network, parking network, water and sewage treatment plant, firefighting network and other campus services.

Sl. NO.	Requirement	Quantity
1	Boundary wall for the campus (The boundary for the BRRI campus constituting 38.24 acres campus.)	
2	Peripheral landscape and brick pavement	
3	Parking for academic buildings, hostels, residential areas	
4	Walkways and road network for campus	
5	Electrical sub-station and HT design	
6	Water supply network including water treatment	
7	Sewage treatment plant and sewage network	
8	Rain water drainage and rain water harvesting network	
9	Urban landscape of different areas (academic area, hostel area, residential area)	
10	Electricity network and renewable energy network	
11	Campus main gate with 2-way traffic, management, security office, toilet.	
12	Suitable parking facilities	



## Annexure- A ARCHITECTURAL SERVICES AGREEMENT

**Tender No.**

The agreement made this.....day of 2021 between BSRDC and .....(name of Architect) on the other hand, hereinafter known as the Architect, which includes its authorized representatives, and legal heirs, for the work, "PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION OF DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRR) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA, BIHAR" At tendered amount of Rs.....(Rupees.....).

And whereas the BSRDC has invited the Bids from eligible Architects fulfilling the eligibility criteria for Preparation of Master Plan and Comprehensive Architectural Design of Permanent Campus for implementation of the aforementioned Project and whereas the BSRDC has accepted the offer of the Architect on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely;
  - a. Press Notice
  - b. Duly signed Complete RFP document
  - c. Bid submitted (technical and financial) by the successful bidder
  - d. Pre bid query replies, if any
  - e. All amendments etc.
  - f. Letter of award
  - g. All correspondence with the successful bidder till the award of work.
3. In consideration of the fee to be paid by the BSRDC to the Architect as agreed to between the parties, the Architect hereby covenants with the BSRDC to provide the Architectural services in conformity in all respect with the provision of this contract.
4. BSRDC hereby covenants to pay the fee in consideration of the provision of comprehensive Architectural services the contract fee at times and in the manner prescribed by the contract.

Architect:

Witness:

1)

**Chief General Manager.**

Bihar State Road Development Corporation  
Limited (BSRDC Ltd.),

2)

RCD Central Mechanical workshop Campus,  
Near Patna Airport,  
Patna- 800014.


**Annexure- B****DETAILS OF SIMILAR PROJECTS COMPLETED**

(As per the definition of similar projects described in this document during the last 5 years ending previous day of last date of submission of bids)

Sl. NO.	Name of project & Location	Owner	Total built-up area of the project	Date of Commencement as per co as per contract	Stipulated date of completion	Actual date of completion	Name & address/ telephone NO. of the in-charge officer	Scope of services
1.	2.	3.	4.	5.	6.	7.	8.	9.

- Attach the successfully completion certificate issued from concerned Executive Engineer or equivalent officer Annexure-D.
- Separate successful completed certificate against each work.

**Signature of the Bidder**





### Annexure- C

List of overall major/important projects designed, similar to the tendered work by the bidder in last 10 years on 31<sup>st</sup> March 2021.

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your firm:
Name of Client:		No. of Staff:
Address :		No. of Staff Months :
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services: (in INR) :
Name of Bidders /Firm(s) if any:		No. of Months of Professional Staff provided by Associated Firm(s)
Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate		
Narrative Description of Project:		
Description of Actual Services Provided by your Company:		

(Certificate from Employer regarding experience should be furnished)

**Signature of Authorized Representative**

*Ann* 

**Annexure- D****PERFORMANCE REPORT OF PROJECTS REFERRED TO IN ANNEXURE - B**

(The performance report must contain these details/one sheet for each project)

- 1) Name of Project and Location:
- 2) Agreement No.:
- 3) Built up area and name of the buildings:
- 4) Scope of consultancy services:
- 5) Estimated Cost: Rs.
- 6) Tendered Cost: Rs.
- 7) Date of Commencement
- 8) Date of Completion:
  - a. Stipulated date of completion:
  - b. Actual date of completion:
- 9) Amount of compensation levied for delayed Completion, if any:
- 10) Performance Report:

Dated:

Signature

Name-

Designation-

Name of the organization

Name of the Department

Contact NO./Email address-



## Annexure- E

### ORGANISATIONAL DESCRIPTION AND DETAILS

- 1) Name & Address of the Bidder with Telephone No./Fax No. 1e-mail address.
- 2) Firm Inception Details;
  - a. Year of Establishment
  - b. Date & year of commencement of practice
- 3) Legal status of the Bidder (attach copies of original document defining the legal status)
  - a. An Individual
  - b. A proprietary firm
  - c. A firm in partnership
  - d. A limited company or Corporation
- 4) Particulars of registration with various Government bodies (attach attested photocopy) Organization/Place of registration  
Registration No.
  - a)
  - b)

5) Names and Titles of Directors & Officers with designation to be concerned with this	
6) Designation of individuals authorized to act for the organization.	
7) Was the Bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of.	
8) Has the Bidder or any constituent partner in case of partnership firm ever abandoned the awarded project before is completion? If so, give name of the project and reasons for abandonment.	
9) Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/blacklisted for competing in any organization at any time? If so, give details.	
10) Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law so give details.	
11) List the specialization areas for which the firms in house capability	
12) Any other information considered necessary but not included above	

**Signature of the Bidder**

**Annexure- F**  
**DETAILS OF TECHNICAL PERSONNEL AVAILABLE IN THE ORGANIZATION**  
**OF THE BIDDER**

(List of the personnel)

Sl-NO.	Name	Qualification	Designation	Length of experience	Details of experience	Role in organisation	Remarks
1.	2.	3.	4.	5.	6.	7.	8.
—							
—							
—							

Signature of the Bidder

*[Handwritten Signature]*

**Annexure- F(a)**  
**DETAILS OF DISCIPLINES FOR WHICH SUB-CONSULTANTS ARE PROPOSED  
TO BE APPOINTED BY THE BIDDER FOR THIS PROJECT**

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

**Signature of the Bidder**

*Amr*



**Annexure- H**  
**UNDERTAKING FOR INTEGRITY PACT**

To,  
Chief General Manager,  
Bihar State Road Development Corporation Limited (BSRDC Ltd.),  
RCD Central Mechanical workshop Campus,  
Near Patna Airport,  
Patna- 800014.

Dear Sir,

I/We acknowledge that BSRDC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document,


I/We agree that the Request for Proposal (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. 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 RFP is finally accepted by BSRDC. 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 RFP, BSRDC, shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the RFP in accordance with terms and conditions of the RFP.

Yours faithfully

(Duly authorized signature of the Bidder)



**Annexure- I  
INTEGRITY PACT**

To be signed by bidder and same signatory competent/authorized to sign the relevant contract

**INTEGRITY AGREEMENT**

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

**BETWEEN**

The BSRDC represented through Chief General Manager, Bihar State Road Development Corporation Limited (BSRDC Ltd.), RCD Central Mechanical workshop Campus, Near Patna Airport, Patna-800014. (Hereinafter referred as the BSRDC, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Architect/Firm/Company)

Through.....\*\*.....  
..... (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).  
Preamble

WHEREAS theBSRDCas floated the RFP (RFP NO.....\*\*.....)  
(here in after referred to as "RFP/Bid") and intends to award, under laid down procedure, contract for  
\*\*.....  
..... (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the BSRDC 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 Architect(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 witness as under;

**Article I: Commitment of the BSRDC**



- i. The BSRDC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- ii. No employee of the BSRDC, 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.
- iii. BSRDC will, during the Tender process, treat all Bidder(s) with equity and reason. BSRDC 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.
- iv. BSRDC shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- v. If the BSRDC 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 BSRDC will inform the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- i. It is required that each Bidder/ Architect including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the BSRDC 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.
- ii. The Bidders/architect 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:
- iii. The Bidder/Architect will not, directly or through any other person or firm, offer, a in promise or give to any of the BSRDC 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.
- iv. The Bidder/BSRDC will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to tee, specifications, certifications, subsidiary contracts submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- v. The Bidder/ Architect will not commit any offence under the relevant IPC/PC Act. Further the Bidder Architect will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the BSRDC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- vi. The Bidder/Architect will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- vii. The Bidder Architect will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- viii. The Bidder/Architect 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 BSRDC interests.
- ix. The Bidder Architect 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 BSRDC under law or the Contract or its established policies and laid down procedures, the BSRDC shall have the following rights in case of breach of this Integrity Pact by the Bidder/Architect and the Bidder/ Architect accepts and undertakes to respect and uphold the BSRDC's absolute right:

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

#### Article 4: Previous Transgression

- i. 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.
- ii. 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/Architect as deemed lit by the BSRDC.
- iii. If the Bidder Architect can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the BSRDC may, at its own discretion, revoke the exclusion prematurely.

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

- i. The Bidder/Architect undertake demand from all subcontractors a commitment in conformity with this integrity Pact. The Bidder architect shall be responsible for any violation(s) of the principle laid down in this Agreement Pact by any of its Sub-contractors /sub-vendors.
- ii. BSRDC will enter into Pacts on identical terms as this one with all Bidder Architect and Contractors.
- iii. The BSRDC will disqualify Bidders, who do not submit the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Architect 09(Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

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

**Article 7: Other Provisions**

- i. This Pact is subject to Indian law, place of performance and jurisdiction is the office of CGM, BSRDC, Patna, who has floated the Tender.
- ii. Changes and supplements need to be made in writing. Side agreements have not been made.
- iii. 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.
- iv. 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 BSRDC 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/Contract 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 BSRDC)

.....  
(For and on behalf of Bidder/Architect) Witnesses:

I.....

II.....

(SIGNATURE, NAME & ADDRESS)

(SIGNATURE, NAME & ADDRESS)

**Annexure- J**  
**AFFIDAVIT FOR SIMILAR WORK EXPERIENCE**

To,

Chief General Manager,  
Bihar State Road Development Corporation Limited (BSRDC Ltd.),  
RCD Central Mechanical workshop Campus,  
Near Patna Airport,  
Patna- 800014.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Architect on back-to-back basis. Further that, if such a violation comes to the notice of the BSRDC, then I we shall be debarred for tendering in the BSRDC in future forever. Also, if such a violation comes to the notice of the BSRDC before date of commencement of services, the BSRDC shall be free to forfeit the entire amount of Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)



**Annexure- K**  
**Curriculum Vitae (CV) for each staff member**  
 (To be deployed on this project)

Proposed Position on this work:.....

Name of Firm:.....

Name of staff:.....

Nationality:.....

Profession:.....

Qualification:.....  
 (Summarize College University and other specialized education of staff member giving names of College/ institution, year of passing and degree obtained)

Year with the Details of tasks Assigned:

**Language:**

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

**Employment Record, nature of experience & Present Commitments:**

**Certification:**

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

Date: Day/ Month/Year:.....

Signature of staff member:

Authorized Official from the firm:

**Note:**

The above information should be factually correct, providing false or incorrect information will be considered very seriously and Bidder providing false information may be disqualified. Each CV will be countersigned by the proprietor of Architect firm in blue ink.



**Annexure- L  
BID FORWARDING LETTER**

To,  
Chief General Manager,  
Bihar State Road Development Corporation Limited (BSRDC Ltd.),  
RCD Central Mechanical workshop Campus,  
Near Patna Airport,  
Patna- 800014.

Dear Sir,

I/We have read and examined the complete RFP document,

We hereby tender for "PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL DESIGN AND PROJECT MANAGAMENT CONSULTANCY FOR PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRR) for BIHAR STATE ROAD DEVELOPMENT CORPORATION (BSRDC), ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, at MOKAMA, BIHAR" within the specified time frame for various activities in all respects and as per terms and conditions of agreement.

We agree to keep the bid valid for 180 days from the date of submission of the bids.

We have visited the site.

If We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the BSRDC at its liberty to forfeit the EMD absolutely.

Further, it I/We fail to commence work service as specified; I/We agree that the BSRDC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

Date.....

**Signature of Architects**

Witness:

Address:

Occupation:

**Annexure- M**  
**UNDERTAKING AGAINST BLACK LISTING/ DEBARRED**  
(To be provided on Letterhead of Architect)

I/we hereby certify that our firm has not been ever been blacklisted, debarred or restrained by any Central Govt./ State Govt. agency/ Autonomous body of the Central or State Govt PSU of India etc. in the last 5 years ending 31<sup>st</sup> August 2021 providing Architectural services. I/ We also certify that currently are not blacklisted/ debarred restricted by central Govt State Govt agency/Autonomous body of the Central or State Govt PSU of India etc for providing architectural services.

I/We also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to our firm may be summarily terminated and the firm may be blacklisted.

Date:

Place:

**Authorized Signatory**

Name:

Designation:

Contact No:

## Appendix N: FORM OF PERFORMANCE SECURITY

### (PERFORMANCE BANK GUARANTEE)

To

Chief General Manager,  
Bihar State Road Development Corporation Limited,  
RCD Central Mechanical Workshop Campus,  
Near Patna Airport, Sheikhpura, Patna-800 014

WHEREAS

\_\_\_\_\_ [Name and address of Consultants]<sup>1</sup> (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of

\_\_\_\_\_ [amount of Guarantee]<sup>2</sup>

\_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.



The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

This guarantee shall also be operable and payable at our .....Patna Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension / renewal / encashment thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment of amounts so demanded under the said invocation.

The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of BSRDCL, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNRB0002518

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 47 months i.e. upto 2 months beyond the expiry of contract.

Signature and Seal of the Guarantor \_\_\_\_\_ In presence of

Name and Designation \_\_\_\_\_ 1.

(Name, Signature & Occupation) \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

2. (Name & Occupation) \_\_\_\_\_

Date \_\_\_\_\_

1. Give names of Sole bidder or single entity all-partners-if the Consultants is a Joint-Venture.

2).....  
(Name and Address)

**Annexure- O**  
**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents,  
We.....(Name of the Bidder and  
address of their registered office) do hereby constitute, appoint and authorize  
Mr/Ms.....  
.....(name and residential address of Power of Attorney holder)  
who is presently employed with us and holding the position  
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.....), including  
signing and submission of all documents and providing information / responses to BSRDC, representing  
us in all matters before BSRDC, and generally dealing with BSRDC 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 the.....Day  
of.....2021.

This Power of Attorney should be provided on non judicial stamp paper of appropriate value and duly  
notarized.

Appendix-P  
**BANK GUARANTEE FORMAT FOR BID SECURITY**

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the Tender No. \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Chief General Manager, Bihar State Road Development Corporation Ltd., RCD Mechanical Workshop Campus, Near Patna Air Port, Sheikhpura, Patna, Bihar 800014 [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. 4,00,000 (Rupees Four Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of 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 Instructions to Bidders,

we undertake to pay 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 him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) 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.

*Am* *J*

This guarantee shall also be operatable and payable at our ..... Patna Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension / renewal / encashment thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment of amounts so demanded under the said invocation.

The guarantor / bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of BSRDCL, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNR80002518

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

**DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.

**Annexure- R**  
**FINANCIAL CAPACITY OF THE BIDDER**

**Name of Applicant:**

Sl. NO.	[Financial Year] *	Annual Revenue (Rs/US \$ in million)
1	2015-16	
2	2016-17	
3	2017-18	
4	2018-19	
5	2019-20	

**Certificate from the Statutory Auditor<sup>s</sup>**

This is to certify that ----- (name of the Applicant) has received the payments shown above against the respective years on account of Consultancy Services.

Name of the audit firm | Seal of the audit firm | Date

(Signature, name and designation of the authorized signatory)

\$In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual account of the Applicant.

NOTE:

\*Financial year to be modified as applicable

Please do not attach any printed Annual Financial Statement.

**Annexure- S**  
**SUBMISSION OF FINANCIAL BID**  
 (On the bidder's letter head)

To  
 Chief General Manager,  
 Bihar State Road Development Corporation Limited (BSRDC Ltd.),  
 RCD Central Mechanical workshop Campus,  
 Near Patna Airport,  
 Patna- 800014.

**Subject:** PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL DESIGN AND PROJECT MANAGEMENT CONSULTANCY FOR PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRI) for BIHAR STATE ROAD DEVELOPMENT CORPORATION (BSRDC), ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, at MOKAMA, BIHAR

Sir,

I/We..... Architect is submitting our financial bid as per follows for the evaluation of our firm as Architect for above work as per the scope of work given under terms of reference.

Sl No.	Description	Qty.	Unit	Quoted Lump sum fee (in INR)	
				In figures	In words
1.	"PREPARATION OF MASTER PLAN, COMPREHENSIVE ARCHITECTURAL AND STRUCTURAL DESIGN WITH SUPERVISION OF DEVELOPMENT AND CONSTRUCTION OF PERMANENT CAMPUS OF BIHAR ROAD RESEARCH INSTITUTE (BRI) FOR ROAD CONSTRUCTION DEPARTMENT (RCD), GOVERNMENT OF BIHAR, AT MOKAMA, PATNA, BIHAR, as per terms and conditions stipulated in the RFP (Limit of project construction cost Rs 100 crores).	Complete Job	Lump sum		
2.	PMC/Supervision Consultant Component out of the quote mentioned in Sl. No -1 above.				

Yours faithfully,

**Signature:**

Full Name:.....

Designation:.....

Address:.....  
.....  
.....  
.....

Tel  
Nos.....(O).....  
.....(R)

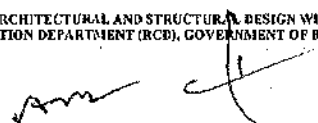
E-mail:....., Fax

No:.....

Bank  
details:.....  
.....

(Authorized Representative of the Architect)

**NOTE:** Please refer Section 4 for comprehensive Architectural services prior to filling the fee



**Annexure- T**  
**LETTER OF ACCEPTANCE**

Handwritten signature and a circular stamp with a checkmark.