

BSEIDC

**BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED**

**EXPRESSION OF INTEREST CUM REQUEST FOR PROPOSAL
MAULANA MAZHARUL HAQUE ARBI FARSI UNIVERSITY, PATNA**

**Name of the Work: - Architectural and Design Consultancy Services for the
Proposed Maulana Mazaharul Haque Arbi Farsi University at
Mithapur, Agricultural Farm, Patna**

Issued to :

**Chief Engineer
Bihar State Educational Infrastructure Development Corporation Limited
(A Govt. Of Bihar Undertaking)
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path
Patna-800004
Tel : 0612-2910314
mail: bseidc@gmail.com Website : www.bseidc.in**

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SECTION - 1

DISCLAIMER

Though adequate care has been taken in the preparation of this *Request for Proposal* intimation is received by this office by the date mentioned in Section 3.4, it shall be deemed that the *Request for Proposal* Document is complete in all respects and Consultancy Document, the Consultancy Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately.

**Chief Engineer,
BSEIDC Ltd.
Bihar State Educational Infrastructure Development Corporation Limited
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahay Path
Patna-800004**

1. Neither **BSEIDC Ltd.**, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for BSEIDC Ltd. to consider the particular requirements of each party who reads or uses this RFP. Certain prospective Consultant Firms may have a better knowledge of the Assignment than others. Each prospective Consultant Firm should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
2. Neither BSEIDC Ltd., their employees will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Assignment, the information and any other information supplied by or on behalf of BSEIDC LTD. or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
3. BSEIDC LTD. reserves the right to reject any or all of the Proposals submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. BSEIDC LTD. also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP.
4. BSEIDC LTD. reserves the right to change/ modify/amend any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal.

Advertisement

Architectural and design Consultancy Services for the Proposed Maulana Mazaharul Haque Arbi Farsi University at Mithpur Agricultural Farm, Patna

Tender Notice No.BSEIDC /Tech /...../ 2015-16,

Date :.....

BSEIDC LTD. proposed to take-up construction of **Proposed Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna** and desirous of engaging leading Architectural / Design consultant / Firm for Providing Architectural services, structural designs, electrical, HAVC, Sanitary, Fire safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features etc., the services includes providing detailed designs and specifications with Bill of Quantities for all works involved in the construction of the above Institutional building.

BSEIDC Ltd. now invites Request for proposals from the reputed and experienced Architectural / Design Consultant firms. The proposed office Building in a plot about 5.04 acres.

The Architectural Consultant firm shall have proven track of providing Architectural and Design Consultancy services for similar Institutional building with the following eligibility criteria.

Eligible Criteria:

1. The Architectural / Design consultant / firms shall be of single entity and should have been in the field of Architectural consultancy for a minimum period of 10 years.
2. The Architectural / Design consultant / firms average annual financial turn over (Gross), by way of professional receipts during the last three years ending 31st March' 2014 should not be less than Rs. 5.00 Crore.
3. The Architectural / Design consultant / Firm should have successfully completed providing Architecture & Structural design **services** in a single Work order as a prime consultant a Multistoried building of Central / State Govt / Govt undertaking / Institutional building having built up area of not less than 10,000 Sqm.
4. The Architectural / Design consultant / Firm should have experience of completed at least one Green building having GRIHA / LEED India / US Certification.

Selection process:

1. The selection will be through competitive bidding which will be single submission and have 3 stages of selection process viz., pre-qualification Technical and Financial proposal. The method of evaluation of the proposals is detailed in the RFP document.

Instructions:

1. The firm shall submit all the particulars mentioned in the RFP evidenced through proper documentation to the satisfaction of BSEIDC Ltd.
2. The eligibility criteria's for pre-qualification, Technical proposals and financial proposals shall have to be submitted in separate sealed covers as mentioned in the RFP.
3. Processing fee of Rs. 5000/- (Rs. Five thousand only) in the form of DD should be submitted along with RFP.
4. The Financial bid shall be valid for minimum of 6 months.
5. At the time of Technical proposals evaluation, invited consultants shall have to make presentation of their technical proposals to BSEIDC Ltd.
6. A pre-bid meeting will be scheduled on Dt. 02.05.2015 at 14.30 Hrs.
7. For full details please refer the RFP document available at BSEIDC LTD. website: www.bseidc.in
8. Last date for submission of RFP complete in all aspects shall reach the office at the address given below latest by 15.00 Hrs. IST on Dt. 15.05.2015
9. Mere submission of RFP does not vest any right to the agency for selection.
10. BSEIDC LTD. reserves right to reject any or all RFP at any stage without any reason what so ever. BSEIDC LTD. also reserves right to hold, modify, withdraw or cancel the EOI - RFP process without any intimation.

Address :

Chief Engineer
BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LIMITED.
Siksha Bhawan, Bihar Rajya Rashtrabhasha Parishad
campus, Acharya Shivpujan Sahay Path, Saidpur,
Patna-800004

Sd/-

Chief Engineer
BSEIDC Ltd.

Architectural and design Consultancy Services for the Proposed Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna

LETTER OF INVITATION

Date: / /2015
Patna

To:
M/s _____

Dear Sir,

Sub: - RFP for Architectural and Design Consultancy Services for the proposed Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna

BSEIDC LTD. proposed to take-up construction of **Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna** and desirous of engaging leading Architectural / Design consultant / Firm for Providing Architectural services, structural designs, electrical, HAVC, Sanitary, Fire safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features etc., the services includes providing detailed designs and specifications with Bill of Quantities for all works involved in the construction of above Institutional building.

BSEIDC LTD. now invites Request for proposals from the reputed and experienced Architectural / Design Consultant firms. The proposed office Building in a plot about 5.04 acres. The period of assignment will be 30 months.

You are therefore invited to submit a proposal for the services required for the above project. The RFP can be downloaded from the BSEIDC LTD website: www.bseidc.in

The enclosed RFP contains the following documents:

- Section 2 Information to Consultants
- Section 3 Data Sheet
- Section 4 Terms of Reference
- Section 5 Pre-qualification submission forms
- Section 6 Technical proposals-submission forms
- Section 7 Financial Proposal
- Section 8 Draft Agreement

| | |
|------------------------------------|--|
| • Processing fee: | Rs. 5,000/- (Rupees Five Thousand Only) in the form of the D.D from any Nationalized Bank in favour of “Bihar State Educational Infrastructure Development Corporation Limited” payable at Patna |
| • Last Date for Clarifications | 02-05-2015 before 14.30 Hrs. |
| • Pre-Bid Conference | 02-05-2015 @ 14.30 Hrs. @ the address below |
| • Last Date for Submission of RFP | 15.05.2015 @ 15.00 Hrs. |
| • The date of opening of RFP | 18.05.2015 @ 15.30 Hrs. |
| • To be submitted in the office of | Chief Engineer BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED. Siksha Bhawan, Bihar Rajya Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna. |

Sd/-
Chief Engineer
BSEIDC LTD..

SECTION 2 - INFORMATION TO CONSULTANTS

2.1 INTRODUCTION

Education Department, Bihar, Patna intends to construct **Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna** over an area of about 5.04 acres of lush greenery. The campus provides all essential amenities for community living like Hostel, Classrooms, Auditorium, Administrative buildings, Residential Building, Conference rooms and other requirement for university building.

The period of assignment will be 30 months from the date of signing of Agreement. The period includes 4 months for designing and preparation of tender documents, 26 months for construction phase for the assignment.

BSEIDC LTD. invites RFP from leading Architectural / Design consultant / Firms for designing **Maulana Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna** and providing the consultancy services.

2.2 The Scope of Services

The broad scope of services under this contract shall be the preparation of conceptual plans for selection of options by the client, detailed architectural plans and elevations, all Structural Designs, Electrical, HVAC, indoor and outdoor lighting, plumbing, Sanitary, Fire safety system, Communication system, LAN, Access control, Security system, power backup and Green features, Landscape etc., includes providing detailed designs and specifications with Bill of Quantities, preparation of tender, tender drawings for the works on item rate basis, for all works involved in the construction of the Training, Testing and Research Institute. Preparation of drawings for construction, modification of drawings, if required during the construction and assist BSEIDC LTD. in execution of the project.

Through all the project phases BSEIDC LTD. expect the consultants to illustrate the interest and commitment to utilize the best construction practices, materials, techniques in order to promote fast, efficient, economical and sound completion of the works. The detailed scopes of services to be rendered under this contract are as given in the **section 4 terms of reference**.

- 2.3 The firm's having proven track of providing the above **services** are invited to submit their EOI cum RFP for **pre qualification, technical proposals and financial proposals** for the above consultancy services.

The selection will be through a competitive bidding which will be single submission and have 3 stages of selection process viz., pre-qualification, Technical proposal evaluation and financial proposal evaluation.

Chief Engineer, BSEIDC

RFP for Architectural and Design consultancy - BSEIDC LTD. Office

- a) **Stage-I:** The Architectural / Design consultant / Firms fulfilling the **eligibility criteria** will be evaluated and pre-qualified.
 - b) **Stage-II:** The Pre-qualified firm's technical proposals for this project will be the primary consideration in the evaluation of technical proposals will be, selecting the building design which is most suitable to the BSEIDC LTD.'s requirements. Consultant maybe invited for making detailed presentation of their technical proposals.
 - c) **Stage-III:** The financial proposals of the firm/firms whose design / designs are selected shall be opened and evaluated.
- 2.3.1 The proposal will be the basis for contract negotiations and ultimately, signing of a contract with the selected consultancy / firm.
- 2.3.2 The Assignment shall be implemented in accordance with the scope of work, TOR in RFP document.
- 2.3.3 Prior to submitting their proposals the firms are advised to visit the site to have their own assessment & ascertain for themselves the information required for the assignment, such as local bye laws, technical data etc., necessary for preparation and of their proposals, at their own cost and expenses.
- 2.3.4 The Consultants are expected to have their office in Patna during the contract period.
- 2.3.5 **Conflict of Interest:**
- a) The Consultants shall provide objective, impartial advice and hold the client's interests paramount without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
 - b) The firm which has been engaged by the BSEIDC LTD. to provide consultancy services for this building shall be disqualified for providing goods or works or services related to assignments for the same project to any of the construction agencies. Consultants should clarify their situation in this respect to the Client.
 - c) Consultancy firms which provide designs and drawings or are associated with a construction firm which gets selected as Contractor for BSEIDC LTD. building will be barred from providing proof checking and consultancy services for this project.

2.3.6 The Consultants (including their affiliates / associated / partners) shall observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy BSEIDC LTD.:-

Consultant

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Chief Engineer, BSEIDC LTD.

- (a) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- (b) Will cancel the firm's contract at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BSEIDC LTD. financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BSEIDC LTD. financed contract; and.
- (d) Will have the right to require that, in contract financed by BSEIDC LTD., a provision be included requiring BSEIDC LTD. to inspect their accounts and records relating to the performance of this contract and to have the same audited by auditors appointed by BSEIDC LTD..

For the purposes of above:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a BSEIDC LTD. official in the selection process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BSEIDC LTD., and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BSEIDC LTD. of the benefits of free and open competition.
Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub Para 2.3.6 (C)

2.4 Clarification and modification:

- i. Consultants may request a clarification on any point of the EOI cum RFP documents so as to reach BSEIDC LTD. office at least one day before the pre-bid meeting. The request must be sent in writing by e-mail to the Client's address indicated in the letter of Invitation.
- ii. The consultants may seek clarifications on the EOI cum RFP during the pre-bid meeting. Clarifications if any will be made during the pre-bid meeting. The consultants can also make suggestions on the document. After examining the clarifications sought and suggestions made the client if required will issue necessary corrigenda, addendum, amendment and clarifications as the case may be. After this stage no further clarifications will be entertained by the client.
- iii. All corrigendum, addendum, amendment and clarifications to EOI cum RFP will be hosted in the Website www.bseidc.in (not in the news paper) and will be binding on them. The consultants shall keep themselves updated with all such developments till the last date of submission.
- iv. The Client may at his discretion extend the deadline for the submission of Proposals.

2.5 Preparation of Proposal:

- i) Please note that, the costs of preparing the proposal and of negotiating the contract, including visits to the site and Clients office, are not reimbursable as a direct cost of the Assignment. The Client is not bound to accept any of the Proposals submitted, and the Client is free to accept only a part of the Proposal.
- ii) Consultants are requested to submit their Proposals written in English language.

2.6 Pre-Qualification proposals:

2.6.1 A. Eligibility Criteria:

1. The Architectural / Design consultant / firms shall be of single entity and should have been in the field of Architectural consultancy for a minimum period of 10 years.
2. The Architectural / Design consultant / firms average annual financial turn over (Gross), by way of professional receipts during the last three years ending 31st March' 2014 should not be less than Rs. 5.00 Crore.
3. The Architectural / Design consultant / Firm should have successfully completed providing Architecture & Structural design **services** in a single Work order as a prime consultant a Multistoried building of Central / State Govt / Govt undertaking / Institutional building with a built up area of not less than 30,000 Sqm.
4. The Architectural / Design consultant / Firm should have experience of completed at least one Green building having GRIHA / LEED India / US Certification.

2.6.1 B. Pre-Qualification:

- i) The evaluation of pre-qualification will be strictly on fulfillment of above eligibility criteria's only. The consultants are required to submit necessary documental evidence attested by a Gazetted officer. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- ii) Towards the experience of consultancy services i.e., eligibility criteria A. 2. Above the breakup of details of services rendered by the Applicant for each of the Qualifying projects such as conceptual design, Architectural design, Structural Design, Landscape, Electrical, HVAC, Sanitary, Fire safety system and Communication system, LAN, Access control, Security system, power backup and Green features etc., should be furnished. The architectural and structural services should have been executed by the consultants himself. In case other services are provided through associate consultants. The same should be clearly specified with the details of the associated consultants and services rendered by them.
- iii) Further pre-qualification evaluation of the consultants will be made on the pre-qualification forms submitted by them to assess the capabilities of the consultants for assigning this project.
- iv) The pre-qualification proposal should include, a copy of board resolution /power of attorney or authority letter authorizing the representative to sign on behalf of the company/firm as the case may be. Details of organization structure, proof of year of establishment, details of in house key personal / expertise available. Client's certificate's of similar projects completed in the last 5 years. Complete details of similar nature of assignments on hand and their likely completion period. Latest Income Tax clearance certificate and Profit & Loss account of last 3 years.
- v) In case of average annual turnover, please note that, the year in which no turnover is shown would also be considered for working out the average financial turnover per annum.

2.6.2 Technical Proposal:

- A) In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- i) The design brief and site plan are enclosed at annexure for guidance to consultants for working out their technical proposals, however the consultant shall be required to inspect the site, collect the necessary information required for conceptual designs, the sitting option taking into consideration into local conditions etc. The Layout and design of the building should essentially complement the character and ambience of modern corporate office but at the same time it should stand out as a distinguished land mark building which befits the image of BSEIDC LTD.. The building should broadly confirm to Vaastu, and should be functional. The building plan should exploit the full permissible FAR including possible utilization of the land in future. The plan should provide adequate parking of vehicles and also as per the prevailing building bylaws. The area requirements of parking, services such as Fire fighting, Lift machine rooms, power and other services etc shall be provided as per the provisions of NBC/local bye laws. The design of the building shall confirm to the local bye laws, NBC and prevailing Indian Standard of code of practice for various disciplines.
- ii) Please make sure that only Hard copies of the conceptual plans, Master plan, elevation/floor plan etc (including images, photos/drawings) shall be submitted preferably in A3 size. Along with a soft copy of the same (in PDF format/Image format) these shall be placed in the technical proposal cover.
- iii) On invitation by the client for presentation on the technical proposals, the consultants can make use of originals.
- iv) The technical proposal should following information :-
- a) Project Appreciation
 - b) Conceptual design, Master plan
 - c) Elevation and Floor plans
 - d) Green concepts proposed
 - e).Methodology/ Work Programme for the speedy project completion
 - f) Proposed office set up at patna during the assignment period
 - g) proposed key professionals of the consultants and their relevant experience of providing necessary services in this project.
1. Architects
 2. Structural Engineers
 3. Accredited personal in Green building concepts
 4. Engineers for plumbing and sanitary
 5. Quantity surveyor
 6. Landscape Architect
 7. Electrical engineer
 8. HVAC

9. Fire Safety

10. Communication system

11. And any other services.

- It is desirable that the majority of the key professional staff proposed be permanent employees of the consultants
- Alternative professional staff shall not be proposed and only one curriculum vitae.
- It is desirable that the firm's personnel have a working knowledge of English.

h) Where services of associates/ sub consultants are proposed to be made use in the assignment for rendering the above services the details or their experience, key professionals should be furnished separately.

i) The technical proposals will be evaluated by the committee and the selected consultants will be invited to make presentation of their technical proposals for selection through a committee constituted by the client.

j) The Consultant shall not submit more than one design concept of the project.

The Consultant shall not submit more than one de..... Project.

Consultant

2.6.2 (B) TECHNICAL PRESENTATION:

The presentation should consists of, outlining the design concept, Plans & Elevations with emphasis on the overall functional aspects of the buildings, utilization of the land, natural lighting and ventilation, green features, other facilities. Architectural 3D virtual model views and walk through presentation / other drawings / Photographs that may be required to explain their design. The present and future construction / expansions Rough cost estimates etc., shall be submitted.

Consultant

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LTD.

Chief Engineer, BSEIDC

2.6.3 Financial Proposal:

- i) The financial proposal shall be inclusive of all taxes (excluding service tax) and expenses as fee in Lump sum should be submitted in the formats furnished. The amount should be quoted in INR only.
- ii) In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP document. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including remuneration for staff (in the field and at headquarters), transportation, services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys.
- iii) **The break – up of costs of above for arriving at the fee quoted by them may be indicated in a separate sheet.** The rates given in the break – up of costs will be used (a) during financial negotiations and (b) for fixing remuneration for unexpected major increase / decrease in scope of any work. The man-months rates may also be used for requisitioning additional miscellaneous services during the project period. The services of any expert for the subject projects, which have been earmarked, should be made available
- iv) Commissions and gratuities, if any, paid or to be paid by Consultants and related to the Assignment will be specified in the Financial Proposal submission form.
- v) The financial bid must remain valid for 180 (One Hundred Eighty) days from the submission date The Client will make its best effort to complete negotiations within this period. It is also obligatory for the tenderer to keep the bid validity open for another 60 days for which request in writing / fax will be sent by the Client before expiry of the validity period. If the Proposal validity period is further subsequently extended, the consultants have the right to with draw their Proposal and offer for the project.
- vi) An agreement in usual format shall be drawn up and entered into with the successful bidder for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOI.

2.7 SUBMISSION OF PROPOSALS:

- i) The Proposals shall be submitted in original. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialed with date by the person or persons who sign(s) the Proposal.
- ii) An authorized representative of the Consultant shall put his seal and initial on each page of the Proposals. **The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal.** If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietary.

- iii) **The Pre-qualification proposals, the technical proposals and the financial proposals** each shall be super scribed kept in separate sealed envelopes super scribed clearly, the proposals each cover contents. These 3 envelopes shall be placed into an outer **sealed** envelope bearing the submission address and name of work.
- iv) Over-writing should be avoided. Correction, if any should be made by neatly crossing out, initialing, dating and rewriting.
- v) The same must be deposited in the tender box at the submission address on or before the time and date stated specified in the RFP. Any Proposal received after the closing time for submission shall be rejected.

2.8 OPENING OF PROPOSALS:

- i) On the date and time specified for opening, first the outer envelope will be opened and then the pre-qualifying proposals will be opened, in the presence of the Consultants or their authorized representatives who wish to participate. The same will be evaluated.
- ii) The subsequent date & time of openings of the Technical proposals and financial bids will be intimated separately to the qualified consultants as a case may be.

2.9 SELECTION PROCESS

- i) For the purpose of evaluation and selection, the MD, BSEIDC LTD. the competent authority of BSEIDC LTD. be assisted by a committee constituted by him to evaluate the proposals received.
- ii) After opening the pre-qualifying proposals, it will be initially scrutinised for the **Responsiveness of proposal**. The submission may be deemed “Non-responsive” if it does not satisfy any of the following conditions and will be rejected.
 - It is not received by the due date and time specified.
 - It does not include sufficient information for it to be evaluated and/or is not in the formats specified
 - It is not signed and / or sealed in the manner indicated in RFP Document.
 - Processing fee of Rs. 5,000/- (Rs. Five thousand only) in the form of DD from any Nationalised Bank in favour of Managing Director, BSEIDC LTD. payable at Patna.
- iii) Based on the responsiveness of proposal, the pre-qualifying proposals will be evaluated.

2.9.1 EVALUATION OF PRE-QUALIFICATION PROPOSALS:

- i) The pre-qualification documents will be first evaluated against the stipulated eligibility criteria's. Compliance of all the stipulated criteria is mandatory. Material deficiencies in providing the documentation proof of eligibility criteria information will result in rejection of Proposals.

- ii) In case of large number of applicants (six or more) meeting the eligibility criteria's, further evaluation for pre-qualification and short listing will be done as per the following scoring method by the evaluation committee;
 - a) Experience in similar works (As per eligibility criteria 3) maximum 40 marks.
 - b) Ongoing similar works (As per eligibility criteria 3) maximum 20 marks.
 - c) Financial strength (As per eligibility criteria 2) maximum 15 marks.
 - d) Experience in Green Concept Buildings (As per eligibility criteria 4) maximum 15 marks.
 - e) Firm's experience greater than 10 years (as per eligibility criteria 1) Maximum 10 marks
$$a + b + c + d + e = 100 \text{ marks.}$$

The marks for each of the above will be assigned on weighted average method. The each of the qualifying criteria fulfillment minimum of 60% marks will be considered.

The top 5 (five) Consultants who secure highest aggregate marks shall be pre-qualified.

- iii) Further, documental evidences requested in the pre-qualification proposals such as organisation details, key personnel and establishment of consultant, office setup at Patna etc will be examined to assess capability of the consultants.
- iv) The client will inform the pre-qualified consultants and also notify the other consultants who have not qualified duly returning their unopened technical proposals and financial proposals.

2.9.2 Evaluation of Technical proposals:

- i) The evaluation of Technical Proposals of those Consultants who have qualified in the pre-qualification will be carried out.
- ii) If the proposals are found to be inadequate and does not respond to the design brief, scope of service and TOR shall be rejected.
- iii) The Technical proposals submitted by the applicants will be evaluated in **two phases**. The first phase of the evaluation, the proposal will be evaluated based on the compliance of the bidder to the requirements on the following;
 - a) Proposed key professionals of consultant and their relevant experience in providing necessary services in this project.
 - b) Services of associates / consultant's proposed to be made use in this project and their experience.
 - c) The adequacy of the proposed methodology and work program;
 - d) Proposed office setup in Patna during the assignment period.

2.9.3 In the **second phase** the consultants will be invited for **Technical Presentation** before a committee constituted by M.D, BSEIDC LTD.. The presentation should include their experiences, understanding of design brief of BSEIDC LTD. requirements, their design concepts, functional aspects of designs, the extent of scope of services the consultant is willing to provide under this assignment, methodology for completion of works, etc.

- i) The Consultants who don't make the Technical presentation shall be disqualified. The maximum time for presentation will be 15 minutes followed by discussion. Further, the Consultants shall not present more than one design concept. The presentation should confirm to the technical proposals submitted. Any major variation in their presentation of proposals to those already submitted with the bid is liable for rejection.
- ii) The evaluation of presentation shall be done on the bases of originality of design concept, aesthetics and innovation and merit of overall functional aspects of the design of the building, proper utilization of the land, green building features and appropriateness of the designs to BSEIDC LTD. requirements, etc. The committee will award the marks on above aspects and rank the proposals. The consultant who obtains the highest marks will be considered for opening of the financial proposals.
- iii) In case of more than one Consultant obtains equal highest score, than the consultant whose financial bid is lowest will be considered for selection.

2.9.4 Opening and Evaluation of Financial proposal:

The financial proposal of the Consultant who obtained highest marks will be opened In case of more than one Consultant obtains equal highest score, then the consultant whose financial bid is lowest will be considered for selection and shall be evaluated by the committee as follows :

- i) The Financial Proposal shall be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal (estimated man-months, man-month rate, approach and methodology adopted and work plan given by the Consulting Firm in the Technical Proposal submitted by it).
- ii) The commercial terms in the Financial Proposal will be checked for compliance with the requirements of this RFP document.
- iii) Financial Proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary.
- iv) The evaluation committee will determine whether the financial proposals are complete, correct any computational errors and correct prices in local currency (INR).
- v) The evaluated total price (ETP) for Financial Proposal will be determined.
- vi) The Financial Proposals recommended by the Committee forwarded will be considered by the competent authority of BSEIDC LTD. who will reserve the right to award the work or reject the bids without assigning any reasons and decision of the competent authority will be final.

2.10 Negotiations

- i) Negotiations will be held by the Committee at the office of the BSEIDC LTD., Patna with the selected Consultant on their financial and technical proposals. Normally, such negotiations commence within a week after issuance of the BSEIDC LTD.'s invitation to attend the negotiations. The invited Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated key personnel, experts and satisfy such other pre-negotiation requirements as the BSEIDC LTD. may specify. Failure in satisfaction of such requirements may result in the BSEIDC LTD. proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial and other terms.
- ii) The technical negotiations cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or the Client to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR.
- iii) The financial negotiations will generally fine-tune duration of experts' inputs and quantities of out-of-pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditure will not be subject to negotiations.
- iv) The Client shall prepare minutes of the negotiations which will be signed by the Client and the Consultant. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations within two weeks.
- v) Confidentiality Negotiations Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially concerned with the Selection process until the winning firm has been notified and contract awarded.
- vi) If the BSEIDC LTD. and the highest ranked consulting firm are unable to reach agreement on a contract within a reasonable time, the Employer shall terminate the negotiations with the first ranked consultant and invite the consultant who ranked second in the technical evaluation to enter into negotiations. This procedure shall be followed, in accordance with the ranking of consultants, until the Employer reaches agreement with a consultant.

2.11 Award of Contract

- i) After completion of negotiations, the Client shall award the contract to the Consultant and promptly notify the other Consultants who submitted Proposals that they were unsuccessful. The Client will return the unopened Financial Proposals to the unsuccessful Consultants.
- ii) Notification on Award of Contract for the selected Consultant will be made in writing inviting to execute an agreement on non-judicial stamp paper as per the Performa issued by BSEIDC LTD. within 15 days. The RFP submissions of the Consultants shall form a part of the contract.

iii). The selection of consultant will be at the sole discretion of BSEIDC LTD. who reserve their rights to accept or reject any or all the proposals without assigning any reason. BSEIDC LTD. reserves the right to call for additional information from the consultants.

2.11.1 From the time of the proposals are opened to the time of the contract awarded any effort by the firm to influence the Employer in the Employer's Proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultants proposal. For purpose of evaluation, comparison or contract award decision, the Employer may, at its discretion, ask the consultant for a clarification of its proposal. The request for clarification and the response shall be in writing.

2.12 Processing Charges

The Bidder is required to pay a non-refundable processing charge amounting to **Rs.5,000/- (Rs. Five thousand only)** in the form of Demand Draft drawn on any **Indian Nationalized Bank / Indian branch of Foreign Bank in favour of "Managing Director, BSEIDC LTD."** payable at Patna, India. The document can also be downloaded from our website; in that case, fee for document in the form of demand draft payable at Patna must be furnished in a separate envelope while submitting the proposal.

2.13 PERFORMANCE GUARANTEE

At the time of concluding the Agreement, the selected Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee from a scheduled bank acceptable to the Authority for an amount equivalent to **5%** of the Agreement value and shall be valid for the period of **36 months**.

2.13 RIGHT OF REJECTION

BSEIDC LTD. reserves the right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to, and including, the pre- proposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of proposals shall NOT in any way, obligate the BSEIDC LTD. to enter into a consultancy agreement or any other contract of any kind with the Consultant. All submitted copies of the proposals shall become the property of BSEIDC LTD..

SECTION 3 - DATA SHEET

3.1 Name of the Client:

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

The client's address is:

Chief Engineer,
BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, Shiksha Bhawan,
Bihar Rastrabhasa Parishad Campus ,
Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

Email: bseidc@gmail.com

Clarification, information, submission of proposal and / or all correspondence to be sent to the above address.

3.2 Proposal Requirements:

In a three separate sealed covers as detailed at clause 2.7 Section -2 one for the pre-qualification proposals, one for technical proposal and one for financial proposals.

3.3 Scope of work: as per the Terms & Conditions of the project given in section 4.

3.4 A request for clarification should reach C.E, BSEIDC LTD. office in writing on 02-05-2015 before @ 14.30 Hrs.

3.5 The language (s) to submit proposals is: **English**

3.6 The pre-qualification proposals should include clause 2.6.1 A&B Section -2.

3.7 The Technical Proposal should include clause 2.6.2 Section – 2.

3.8 The Financial proposals should include clause 2.6.3 Section 2.

3.9 Taxes: All taxes shall be included in the offer, except the service tax, which shall be paid extra.

3.10 The currency in which the proposals can be expressed and contract payments will be made is: **Indian Rupees.**

3.11 Proposals must remain valid for 180 days from the date of submission of proposals.

3.12 Pre bid meeting will be scheduled on date 02-05-2015 @ 14.30 Hrs. at the BSEIDC Ltd. office.

3.13 Consultants must submit original copies of proposals as follows:

Original Pre-Qualification Proposal

Original Technical Proposal

Original Financial Proposal

The information on the outer envelope should be marked:

Architectural and Design Consultancy Services for the proposed **Maulana Mazaharul Haque Arbi Farsi University at Mithapur, Agricultural Farm, Patna**

The address for submission of proposal is:

Chief Engineer's Office: BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus ,
Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

3.14 Proposals must be submitted to reach BSEIDC LTD. before: **15.00 Hrs. On 15-05-2015.**

3.15 The date, time, and address of the opening of the bids are: **15.30 Hrs. on 18-05-2015** at **Chief Engineer's Office,**
BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus ,
Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

3.16 The Assignment is expected to commence by June 2015.

SECTION 4 - TERMS OF REFERENCE

4. Scope of Consultancy Services:

1. The BSEIDC LTD. is proposed to construct the University Building at Patna in a plot about 5.04 Acres. to accommodate all departments such as planning, engineering, environment, estates, administration etc and parking facility.

The period of assignment will be 30 months from the date of signing of Agreement. The period includes 4 months for designing and preparation of tender documents, 26 months for construction phase of the assignment.

The broad scope of services under this contract shall be the preparation of conceptual plans for selection of options by the client, detailed architectural plans and elevations, all Structural Designs, Electrical, HVAC, indoor and outdoor lighting, plumbing, Sanitary, Fire detection and safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features, Landscape etc., includes providing detailed designs and specifications with Bill of Quantities, preparation of tender document, tender drawings for the works on item rate basis, for all works involved in the construction of the office building.

The client may engage separately green facilitator for obtaining certification from GRIHA / LEED India / US. The consultant have to provide necessary documents to the facilitator and also incorporate modifications if any suggested by the facilitator towards green concepts in the drawings / design for better green building certification.

Obtaining necessary approvals from local bodies / statutory authorities like fire dept, APCPDCL, APPCB, HMWS&SB, etc.

Preparation of construction drawings. Modification to the drawings during execution if required and also assist BSEIDC LTD. during the execution.

Preparation of project schedules, broadly monitoring of project, liaison with the BSEIDC LTD. engineers and the contractors for the execution of the designs as per the approved designs and drawings, etc. Preparation and submission of completion drawings / diagrams / reports and obtaining completion / occupancy certificate from the local authorities.

The scope of work shall not include appointment of the contractor and any direct contractual dealing with the contractor during the execution of the work. However, during execution it should as per clause 5.7 and the scope of work shall include any other service normally required by the architectural consultant such as site inspections at various stages of work to ensure successful completion of the project as per approved design & drawings.

Through all the project phases BSEIDC LTD. expect the consultants to illustrate the interest and commitment to utilize the latest National and International techniques in order to promote fast, efficient, economical and sound completion of the works.

5. THE DETAILS OF SERVICES TO BE PROVIDED BY THE CONSULTANT SHALL INTERALIA, INCLUDE THE FOLLOWING:

5.1 Architectural Services:

- Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- Preparation of design , site development , Master plan Architectural plans, Elevations, Sections etc., with details of area analysis, 3D modeling, Building geometry etc.,
- Preparation of all drawings good for construction for structural designs, HVAC, electronic, elevators, internal and external works i.e., electrical, water supply, Sanitary works, drinking water, sewerage design, Telecommunications, Networking, Graphic signage's, firefighting arrangements, security systems & other mechanical systems, parking etc., and all related civil works including technical specifications of work.
- Preparation of preliminary drawings using Auto CAD for various floors, toilets, staircases, elevators, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Plumbing / Electrical layout indicating internal and external lines, transformer, fire safety detection & fire fighting system, UPS and location of channels for electric cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant NBC / local Bye laws including 2D drawings and 3D views, walkthrough presentation using 3Dmax at no extra cost and obtaining approval of BSEIDC LTD..
- Preparation of detailed architectural drawings sufficient to prepare tender documents consisting of floor plan to each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan including MCCB, MCB, ELCB, capacitors and earthing, plumbing and schematics, interior fit outs including details.
- Models: After finalization of the working drawings, the Consultant shall be required to prepare a scale model to a convenient scale, showing the complete details of the building, in addition, the Architectural Consultant is also required to prepare a model to a convenient scale showing the site along with its proposed landscape etc. locating the proposed building in it.
- Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, electrification, fire fighting, fire detection and lifts, telephones, PABX, LAN, Networking, public address system and other specialized services etc. as per the requirements of the Project, suitable for construction and release to site.
- Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for sewage, rain water harvesting, water supply intakes

arrangements, roads, street lighting, telephone system, electrical transformer and other related schemes, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from BSEIDC LTD.

- Preparation of landscape architecture, interior architecture, architectural conservation, graphic design and signage's etc.
- Preparation of detailed specifications, bill of quantities, rate analysis.
- Preparation of Tender drawings, Technical specifications, vendors / manufactures for materials and equipments and tender documents for Tenders. Assistance to BSEIDC LTD. in providing clarifications to bidders, Pre bid meeting and specifying the construction contract.
- The approvals of the BSEIDC LTD. are required on all drawings, specifications, documents etc and Consultant shall be responsible for modifications, incorporation of suggestions etc.
- Obtaining of approval from local bodies / statutory authorities like fire dept, APCPDCL, APPCB, HMWS&SB, etc.
- The consultant shall prepare the drawings, technical specifications & liaison with all departments for statutory approvals, clearances of various authorities in execution of the project and ensure compliance with codes, legislation as applicable. The BSEIDC LTD. shall pay all statutory fees required for obtaining the approvals from various local bodies / statutory bodies.
- The client may engage separately green facilitator for obtaining certification from GRIHA / Lead India. The consultant have provide necessary documents to the facilitator and also incorporate modifications if any suggested by the facilitator towards green concepts in the drawings / design for better green building certification.
- Ensure engaging the required key professionals for the services such as architectural, structural, electrical and mechanical systems, HAVC, Networking and LAN, Sanitary and Public Health system for the project designing and execution.
- He consultants shall also attend the reviews, meetings, conferences pertaining to the project and also liaison with the statutory authority for obtaining the occupancies certificate.

5.2 Structural Engineering Services:

- The Consultant should specify well in advance the details of surveys, soil investigations and tests required to be made available to the Architectural consultant by BSEIDC LTD.. The foundation system shall be finalized referring the Soil Investigation reports and in consultation with BSEIDC LTD..
- The building shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.

- The Consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings
- For all structural designs and drawings the consultant at his own cost get the proof check done by IIT /NIT, Patna before submitting for the approval of BSEIDC LTD..

5.3 Services Designs:

- The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by BSEIDC LTD..
 - a. HVAC - It shall be provided with latest features having energy efficiency standards.
 - b. FIRE DETECTION & FIRE FIGHTING SYSTEM - Highest fire safety norms in accordance with local fire bye-laws/ codes are to be followed and state of the art microprocessor based addressable fire alarm systems shall be provided.
 - c. ACCESS CONTROL SYSTEM/SECURITY SYSTEM Access Control System/ Security system shall be designed to maximize the performance of fire/intrusion alarms and security systems.
 - d. ELEVATORS - The elevators shall be as per international standard with latest features.
 - e. POWER MANAGEMENT SYSTEM - Sensors based lighting shall be provided.
 - f. Dry type transformers and HV/MV panels.
 - g. DG SETS
 - h. UPS - shall be provided for computers, communication etc.
 - i. SOLAR PANELS - may be provided for meeting the backup requirements for UPS, communication facilities.
 - j. WATER PURIFIERS AND WATER COOLERS - On approval, appropriate capacity have to be provided in the design.
 - k. WASTE WATER MANAGEMENT SYSTEM - A sewage treatment plant shall be designed to provide soft water for horticultural and other uses.
 - l. ENVIRONMENTAL PROTECTION - Cautious effort shall be made to ensure the project provides positive contribution to the Environment and conform to local pollution control norms.
 - m. INTERIOR DESIGN - The interior of the building shall be designed to ensure pleasant environment that encourages excellence and working comfort.
 - n. LANDSCAPING AND HORTICULTURE - Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
 - o. OTHER SERVICES - Any other services connected with the work shall be designed as per standard practice.

- Preparation of the lighting scheme including HVAC, Sanitary and plumbing, drainage system, landscaping and signage's places and all other appurtenances.
- The consultant shall ensure the durability, serviceability, structural adequacy, conformation to the design standards aesthetics, structural component of the project before recommending the same for approval.
- After scrutiny by BSEIDC LTD., the corrected design and drawings shall be prepared for approval and issue the drawings good for construction and the process.
- Any component which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities etc., during the execution shall be approved as expeditiously as possible.

5.4 Engineering Documents / Detailed estimates:

- Preparation of Detailed estimate as per Bihar Govt. Detailed Standard Specifications and Bihar Government SSR for engineering works for items not covered in these then NBC/ CPWD/ Morth Standard and specifications or any other standard specifications and rates as applicable with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, building specifications including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the BSEIDC LTD. to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the BSEIDC LTD. to check them before preparation of draft tender documents.
- Where prescribed specifications and/or schedule of rates do not provide for certain items/services specification and rates based on proper market rate analysis supported by competitive quotations from reputed/specialized / authorized agencies shall be adopted for these items with the approval of the BSEIDC LTD..

5.5 Preparation of Tender Document:

- The Consultant may indicate any special requirements to suit his Architectural/Structural concepts as well as timely completion of the Project. However, the final decision for stipulating the special conditions for Pre-Qualification of the contractor shall be determined by the BSEIDC LTD.. The Architectural Consultant shall prepare a DRAFT TENDER DOCUMENT based on the standard contract document approved by the BSEIDC LTD. incorporating construction methodology and special conditions as felt necessary by him in consultation with the BSEIDC LTD.. The Draft Tender Document shall include Item Rate Schedule of Quantities.
- On approval of the draft tender document, the Architectural consultant shall prepare sufficient number of tender documents for issue by the BSEIDC LTD. to eligible contractors for the work.

- Architectural Consultant shall attend Pre Bid Conference with contractors for assisting the BSEIDC LTD. in clearing and clarifying the doubt and incorporation of suggestions approved by the BSEIDC LTD. for the Project

5.6 Execution Stage:

- Prepare and issue of working drawings with all details for proper execution of the work. This shall include preparation of fabrication / shop drawings for select items as well as scrutiny / approval of shop drawings submitted by contractors for various services.
- Revision of drawing details and specifications as required by construction process.
- Preparation of Project planning on MS Project/Primavera along with sequence of construction. The consultant shall prepare and plan all design details, deliverables and plan the construction programme to complete the project.
- The consultant shall attend all the review meetings conducted by BSEIDC LTD. from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc.
- Preparation of the As-Built drawings within a month of the occupation for release of final bills to the Contractor.

5.7 ROLE OF CONSULTANT AND DEPLOYMENT OF KEY TECHNICAL PERSONNELS DURING ENTIRE EXECUTION:

- The Architectural & design consultant shall assist in pre-commencement/ Construction / post completion activities with respect to the project, for ensuring that the work is carried out as per approved drawings, designs and specifications through a team of qualified and experienced technical personnel's to be provided at site of work, including Architects, Engineers etc., and to bring out deviations, if any, to the notice of the BSEIDC LTD. for its rectifications.
- In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the Engineer -in-charge shall be final and binding. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
- Exercising cost control & economy measures to ensure that the approved Estimates are not exceeded.
- The Architectural & design consultant shall obtain the approval of the BSEIDC LTD. for any of the material deviation in the design or specification that may be required and felt necessary during execution due to technical or administrative reasons.
- The Consultant should analysis for any deviations provide detailed specifications and rate as supplemental items, additional items and remains for deletions if any arises during the construction stage.

5.8 POST COMPLETION:

- The consultant shall submit required number of sets of completion drawings and other details to local authorities and obtain completion certificates. The Architectural & design consultant shall be responsible for obtaining final completion certificates from different authorities in respect of various building and services and securing permission of Municipality and such other authorities for occupation of the building and assist BSEIDC LTD. in obtaining refund of deposit if any, made by the BSEIDC LTD. to the corporation or any such other authority. The Architectural & design consultant shall prepare and submit maintenance and housekeeping schedule, for the building by the BSEIDC LTD..
- The Architectural & design consultant shall be responsible for preparing and submitting “AS BUILT DRAWINGS” for the building and all services for reference and records to BSEIDC LTD. both in hard cloth mounted drawings and digital mode.
- The Consultant shall submit record of all warranties and guaranties of electro mechanical systems and contact numbers and details for service.

1. TERMS AND CONDITIONS

6.1. TIME SCHEDULE:

- i. The date of commencement of project will be reckoned from the 10th day of the date of offer of appointment.
- ii. Completion of various professional services/activities shall be achieved within the time schedule from the date of commencement of the consultancy.
- iii. As the project is to be completed on fast track, the work shall be carried out as per time schedules specified above. For this purpose, the time schedule stipulated for pre commencement of the work shall be the essence of the contract.

The total time period of completion for the consultancy contract shall be **Thirty months** from the date of Appointment. It is envisaged that **Four months** is for pre-commencement stage for design, Development, statutory approvals, estimation, tendering etc. and **Twenty six months** for the actual construction and completion of the building, interior services etc. and **last three months** for finalization reports and post completion documents etc.

- vi. The Architect shall assist the BSEIDC LTD. in its endeavor to complete the construction in 18 months from the date of actual commencement of the construction work. However the Architect & design Consultant shall take into account likely delay in completing works by contractors for any reason whatsoever. The payment to the Architectural consultant shall be as specified in the payment schedule and nothing extra shall be paid for delay on any account.
- vii. Further the consultant shall not be entitled for any reimbursement, whatsoever; in case the delay in completion/occupation is on account of such reasons, which are attributable to the consultant.

- viii. As the project has to be completed on fast track, the work shall be carried out with due diligence and as per time schedule. In case of any delay / default by the Architectural Consultant, to the agreed time schedule, for pre commencement activities the Architectural & design Consultant shall pay by way of agreed compensation an amount equivalent to 0.25% (Zero decimal Two five percentage) of the total amount of fee payable for each week of delay subject to a maximum of 10% (ten) of the total fee payable.
- ix. In case the execution of project and issue of completion certificate is delayed on account of delay in providing any consultancy decision during the execution period and post construction by the Consultant. He shall be liable to pay the compensation as per the clause above.

6.2. PAYMENT SCHEDULE

All Payments to the Architectural & design consultant shall be “on account” and shall be subject to Income Tax deduction at source. The Architectural & design Consultant shall be paid for each of the services in the schedule as far as possible by 30th working day after the day of presentation of the bill to the Engineer-inCharge at various stages as follows:

| Phase – I: Designing and Preparation of the Tender Documents (4 months) | Phase –II: For Construction phase (26months) | Phase –III: For post completion of the assignment (3 months) |
|--|---|---|
| A | B | C |
| 45% of the total quoted amount | 50% of the total quoted amount | 5% of the total quoted amount |

Further pro-rata breakup of the above if required will be finalized at the time of negotiations with the selected Consultant.

- (i) The BSEIDC LTD. agrees to pay to the appointed Architectural consultant the fee for the professional services to be rendered by him, as accepted by the BSEIDC LTD. in the letter of appointment.
- (ii) The offer shall be valid for 3 (Three) years from the date of award of contract.
- (iii) Statutory charges/fees payable to any local authority for obtaining statutory approvals for commencement, Completion and occupation certificate of the building shall be paid by BSEIDC LTD. the competent authorities.

6.3. PERFORMANCE GUARANTEE

6.3.1 The Architectural & design consultant shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent) of the consultation fee for his proper Performance of the contract agreement. (Bank Guarantee valid for 30 months (Thirty months) in the

prescribed Performa issued by BSEIDC LTD., not with standing and/ or Guarantee without prejudice to any other provisions in the contract) within 15 days of issue of letter of Acceptance.

6.3.2 In case the Architectural & design consultant fails to deposit performance guarantee within 15 days of issue of letter of acceptance the offer of appointment of Architectural consultant shall stand cancelled.

6.3.3 In case the consultancy is required to continue beyond 30 months, then the Bank Guarantee shall be suitably extended for further period.

6.3.4 PERFORMANCE GUARANTEE shall be released after completion of building.

6.4. SECURITY DEPOSIT

6.4.1 The BSEIDC LTD. at the time of making any payment for services rendered or work done under the bid shall deduct towards security deposit at the rate of 5% of the gross value of the services rendered or work done in each running bill.

6.4.2 The Security Deposit shall be released after obtaining all clearances / Completion certificate from different authorities including occupancy certificate.

6.5. ADDITIONS AND ALTERATIONS:

The BSEIDC LTD. shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the Architectural consultant without any extra cost.

6.7. OUTPUT OF THE CONSULTANCY:

- i. The output of the consultancy and any other details envisaged under this agreement shall be supplied as specified in the following table:

| Sl. No. | Description | No. of Copies | Scale |
|---------|---|---------------|---------|
| 1. | Initial concept plan, master plan, specifications including rough estimates | 3 copies | 1:100 |
| 2. | Initial design of all services with rough estimates | 3 copies | |
| 3. | Final Master plan, Preliminary Drawings and preliminary estimate incorporating final version of (1) and (2) above | 3 copies | 1:50 |
| 4 | Drawings for submission to local / statutory authorities | As reqd. | As Reqd |
| 5. | Working drawings Plans, sections, elevations for building | 3 copies | 1:50 |
| 6. | Working drawings for Electrical Installation, Electrical Layout (both internal & external) details, Pump sets, Diesel engine alternators, Dry type transformers and HV/ MV panels, Fire fighting systems, sprinkler system, wet riser system, ventilation system for basements, vertical elevators, Intelligent building Management System, Fire detection system , Fire fighting system, Access control, UPS, telecommunication system etc | 3 copies | 1:50 |

| | | | |
|-----|---|---------------------------|---------------|
| 7 | Structural Drawings | 3 copies | 1:20 |
| 8 | Detailed estimate | 3 copies | |
| 9 | Draft Tender document | 3 copies | |
| 10 | Approved tender Documents | As per actual | |
| 11. | Detailed working drawing for execution of work | 3 copies | 1:20/ 1:10 |
| 12. | Layout plans including details of partitions, flooring, ceiling, finishing, layout for electrical/telephone/LAN cables, staircase Railing, landscaping, horticulture and furniture etc. along with integration of the building. | 3 copies | 1:50 |
| 13. | Completion drawings for submission to local authorities | As per actual requirement | As Reqd. |
| 14 | Architectural 3 D virtual model, Estimate & Schedule, views and walk through presentations | 3 CDs | |
| 15. | A soft copy of all drawings in AutoCAD and that of reports and statements in Microsoft word and Excel | 3 CDs | |

- ii. The agency shall be supplied with such drawings along with one reproducible copy in A0/A3 size. If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge.
- iii. All drawings (Architectural, structural and services) shall be prepared by using AutoCAD and the scale of the drawings shall be as decided by Engineer-in-charge.

6.8. COPYRIGHT

- i. All these drawings shall become the absolute property of the BSEIDC LTD. and he shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural & design Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the BSEIDC LTD. and/or his authorized representatives.
- ii. All design calculations along with original Architectural/Structural drawings on computer floppy/CDs shall be submitted for record and shall be the property of BSEIDC LTD..

6.12. Modification:

Modification of the terms and conditions of this Contact, including any modification of the scope of the Services or of the Contact Price, may be made on mutual consent and shall not be effective until a written agreement is made between the Parties.

6.13. Conflict of Interest:

The draft Agreement is enclosed with RFP will be finalized and concluded with the selected Consultant.

Annexure-II

Design Brief:

- The Consultant shall design the building to full FAR permissible. However, keeping in to the account the budget of the client should limit the design for the immediate requirement.
- However, all the structural design i.e. foundations, columns, to the maximum building permissible so that future vertical expansion of the building is possible. Similarly the parking provision for the full built up area should be accounted and the additional area of the parking area required for the future expansion should be appropriately provided with soft landscaping so as to make use of it for with parking in future without much changes.
- The proposed life span for the building shall not be less than 100 years. Therefore, while finalizing the structural design and specifications of the building the same shall be taken into account and also the maintenance, durability aspects, etc.
- The consultant shall be required to inspect the site, collect the necessary information required for conceptual designs, the sitting option taking into consideration the local conditions etc.
- The Layout and design of the building should essentially complement the character and ambience of modern corporate office but at the same time it should stand out as a distinguished land mark building which befits the image of BSEIDC LTD..
- The building should broadly confirm to Vaastu, and should be functional.
- The building plan should exploit the full permissible FAR including possible utilization of the land in future.
- The plan should provide adequate parking of vehicles and also as per the prevailing building bylaws.
- The area requirements of parking, services such as Fire fighting, Lift machine rooms, HAVC, power and other services etc shall be provided as per the provisions of NBC/local bye laws. The design of the building shall confirm to the local bye laws, NBC and prevailing Indian Standard of code of practice for various disciplines.
- The building shall be designed for comfortable environment, aesthetic and psychological appeal. The building shall reflect contemporary attitude towards environmental control and aesthetic excellence.
- Special attention shall be given to energy saving devices / designs with maximum natural lighting and ventilation, renewable energy sources and eco-friendly features and cutting edge technology with green feature.
- Due emphasis in design of Civil, Mechanical, HAVC and Electrical services shall be laid on the following aspects:
 - i) Conservation of natural resources.
 - ii) Recycling of building waste.
 - iii) Environment protection.
 - iv) Energy conservation.
 - v) Occupant comfort.
 - vi) Co ordination of services.

- Cautious effort shall be made to ensure positive contribution to the environment and not exceed local pollution control norms. Use of HFC refrigerant, recycling of waste, use of energy efficient motors, employing variable frequency drives, optimum lighting levels in occupied areas, etc are some of the measures which are to be considered from the concept design stage itself.
- Highest fire safety norms in accordance with local fire bye-laws/codes are to be followed with state of the art fire alarm systems, LAN, UPS, Backup generators, etc shall be provided proper electrical wiring , phasing, circuits with MCCB, MCB, ELCB, capacitors, proper earthing of electrical wiring, etc ensured to prevent short circuit & electrical wiring appliances related fire accidents .
- All facilities for PBX, PAX, Direct line telephone systems will have to be provided on this project.
- Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
- The building shall be designed with provisions for easy maintenance, additions and alterations.
- The broad accommodation requirement for officers / departments / units , etc are as follows.
- The Consultant is however expected to inspect the BSEIDC LTD. office and get a broad idea of functional space requirement of various departments.

SECTION -5

2. PRE-QUALIFICATION SUBMISSIONS FORMS

- 7.1 Letter of Submission of Proposals **(Form –I)**
- 7.2 Processing fee of Rs. 5000.00 in the form of Demand Draft
- 7.3 Firm Registration Details
- 7.4 Organization Structure of the Consultant / Firm **(Form – II)**
- 7.5 Details of similar Consultancy works completed in the last five years **(Form –III)**
- 7.6 Details of Consultancy works on hand / in progress of similar nature of works Only **(Form – IV)**
- 7.6 Proof of Registration with the Council of Architecture, India
- 7.8 Firms Annual Financial Turnover **(Form – V)**
- 7.9 Details of in House Key Personnel of the Consultant **(Form – VI (A))**
- 7.10 Sub – Consultants and their experience **(Form- VI (B))**

Form- I

LETTER OF SUBMISSION OF PROPOSAL

(On the Letter head of the Consultant)

From: (Name and Address of Firm) To: Chief Engineer,
BIHAR STATE EDUCATIONAL INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD., Shiksha Bhawan,
Bihar Rastrabhasa Parishad Campus ,
Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

Sir,

Sub: - Architectural and Design Consultancy Services for the Construction of “**Maulana Mazaharul Haque Arbi Farsi University at Mithapur, Agricultural Farm, Patna**”

Duly authorizing to represent and act on behalf of the sole applicant. I/We, the undersigned, having reviewed and fully understood of the RFP requirements and the information provided and in accordance with your RFP dated _____ I/We submitting our proposal which includes the pre-qualification proposals, Technical proposals and a Financial Proposals in sealed envelopes.

I/We undertake that if the work is awarded, we will execute the majority of work from the office in Hyderabad. The designs, drawings etc., will be done from our office at Hyderabad.

I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by BSEIDC LTD. and in any subsequent communication sent by BSEIDC LTD., including the Draft Consultancy Agreement forming part of RFP Document. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from BSEIDC LTD.. Our proposal contains no conditions.

The proposals are valid for a period of 180 (One hundred Eighty days) from the submission due date. If negotiations are held during this period I/We undertake to negotiate, is binding upon us and subject to the modifications resulting from contract negotiations.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

I/We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of the Firm
Address, Telephone:

Please furnish the power of Attorney for signing the proposals (on a stamp paper of relevant value)

ORGANISATION STRUCTURE OF THE CONSULTANT / CREDENTIALS

(This will be used for evaluating the eligibility criteria 1)

A. Firm Details:

1. Name of the Firm:
2. Year of Establishment:
3. Legal status of the Firm
 - a. Individual
 - b. Proprietary firm
 - c. A firm in partnership
 - d. A limited Company or Corporation
4. Narrative description of the Firm: Please specify the field of services i.e. Architectural Planning, Designing, etc, in which it is specialized.
5. Office Address /Telephone No / Fax No / email id / website:
6. In case of change of Name of the Firm, former Name / Names and year/ years of establishment:
7. Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.
8. Has the applicant or any constituent partner ever abandoned a consultancy job.
9. Has the applicant or any constituent partner ever debarred from taking up work in A.P. Govt. Departments and BSEIDC LTD..

B. Details of the architect, partner/ director, registration with the council of Architecture (enclose copy of the registration).

Signature of Authorized Representative with Seal:

(Please furnish letter of authorization)

Form -III**DETAILS OF SIMILAR CONSULTANCY SERVICES / WORKS COMPLETED
DURING THE LAST FIVE YEARS**

(This will be used for evaluating the eligibility criteria 3 & 4)

| SI No | Name of Project | Name of Central / State / Govt., under taking / institution/local body or Authority | Completed Cost of Work Rs - Lakhs | Built up Area | Date of commencement | Date of completion | Name, address and Contact details of person / officer to whom reference can be made | Specify whether the GRIHA / IGBC / USGBC LEED certification received |
|-------|-----------------|---|-----------------------------------|---------------|----------------------|--------------------|---|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note:

- **The works of Central / State govt / Govt undertaking / Institutional buildings shall be considered for evaluation.**
- **Specify the services rendered by the applicant and his sub-consultant clearly in each of the above projects**
- **Firm's references with best illustrative qualification should be enclosed for each of the above projects only.**

Signature of Authorized Representative with Seal:

Form -IV

**DETAILS OF SIMILAR CONSULTANCY WORKS INPROGRESS / AWARDED
DURING THE LAST FIVE YEARS**

| SI No | Name of Project | Name of Central / State/ Govt., under taking /institution/local body or Authority | Completed Cost of Work Rs - Lakhs | Built up Area | Date of commencement | Date of completion | Name, address and Contact details of person / officer to whom reference can be made | Specify details of GRIHA/IGBC/ USGBC LEED |
|-------|-----------------|---|-----------------------------------|---------------|----------------------|--------------------|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note:

- **The works of Central / State govt / Govt undertaking / Institutional buildings shall be considered for evaluation.**

Signature of Authorized Representative with Seal:

Form -V

FIRMS ANNUAL FINANCIAL TURNOVER

(This will be used for evaluating the eligibility criteria 2)

1. Gross Annual Financial Turnover (by way of Professional receipt/in terms of consultancy fee received) for the past three years.
2. Details of Income tax
 - a. Permanent Account No
 - b. Details of latest Income tax return

| Years | Professional receipt /Consultancy fees received Rs – Lakhs |
|-----------|--|
| 2012 – 13 | |
| 2013 – 14 | |
| 2014 – 15 | |

Signature of Chartered Accountant

Name:

Seal & Registration Number:

Signature of Authorized Representative

Name:

Seal:

Form –VI (A)**DETAILS OF IN HOUSE KEY PERSONNEL OF THE CONSULTANT**

(A) Details of in house Key personnel

| Sl.No | Name | Qualification | Position held | Date & Years with the Applicant Firm* | Experience of the person (in No. of Years) | His expertise |
|-------|------|---------------|---------------|---------------------------------------|--|---------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| | | | | | | |

Note:

*Less than one year service with the applicant will not be taken into account.

Brief C.V's of the above key personnel shall be submitted (not exceeding two pages). Along with the signature of the key personnel and duly attested by the authorized signatory.

Signature of Authorized Representative with Seal:

Form –VI (B)

(B) Sub – Consultants and their experience

| Sl.No | Name of the Consultant & Address | Contact person, position & Phone no/ fax / email/ details | Specialization of the Consultant | Task / Services utilized so far by the applicant in their completed / ongoing projects |
|-------|----------------------------------|---|----------------------------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Signature of Authorized Representative with Seal:

FIRM'S REFERENCES

(Relevant Services Carried Out in the Last Five Years which Best Illustrate Qualifications)
(In support of Form –III)

Using the format below, provide information on each reference assignment for which your firm/entity, either individually or as a Lead Consultant was legally contracted (add additional sheets if necessary).

| | |
|--|--|
| Assignment Name: | |
| Location: | No. of Key Professional Staff Provided by Your Firm: |
| Name of Client & Address: | Duration of assignment: Start Date. Completion date. |
| Approx. Value of Services (in INR): | |
| Role of the Firm whether Lead or Associates : | Name of Associated Consultants / Sub-Consultants, if any: |
| Name of Key Professional Staff (Project Director/Coordinator, Team Leader) involved and functions performed from the Firm: | |
| Narrative Description of Project (clearly what services are rendered by the Firm in this Project): | |
| Description of Actual Services Provided by your Key Professional : | |

(Certificate from Employer / client regarding experience should be furnished)

Signature of Authorized Representative with Seal:

SECTION – 6

8. TECHNICAL PROPOSALS SUBMISSIONS

- 8.1 Project Appreciation (not exceeding one page)
- 8.2 Description of Conceptual Design and Master Plan (not exceeding one page)
- 8.3 Description of Elevation and floor plans (not exceeding one page)
- 8.4 Green Concepts Proposed (not exceeding one page)
- 8.5 Methodology and Work Program for speedy completion (not exceeding Two page)
- 8.6 Proposed Office setup at Hyderabad during the Assignment
- 8.7 List of Key Professionals in house proposed for this project with details of their expertise and year of experience in the firm.
- 8.8 Details of the Associates / Sub –Consultants and their services proposed in this project
- 8.9 List of Drawings, Plans, images, etc., submitted.

Signature of Authorized Representative with Seal:

SECTION - 7

9. FINANCIAL PROPOSAL SUBMISSIONS FORMS

- 9.1 Financial proposal submission form
- 9.2 The Break-up cost as per Clause 2.6.3 ii & iii

9.1. FINANCIAL PROPOSAL SUBMISSION FORM

FROM:

TO:

Chief Engineer,
BIHAR STATE EDUCATIONAL
INFRASTRUCTURE DEVELOPMENT CORPORATION
LTD., Shiksha Bhawan, Bihar Rastrabhasa Parishad
Campus ,Acharya Shiv Pujan Sahay Path, Saidpur,
PATNA-800004. (Tel. No: 0612-2910314)

Dear Sir,

**Sub: - Architectural and design Consultancy Services for the Proposed Maulana
Mazaharul Haque Arbi Farsi University at Mithapur Agricultural Farm, Patna**

I/We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal (Technical and Financial). Our attached financial proposal is for the sum of Rs. _____ (amount in words _____). This amount is inclusive of all taxes, excluding service tax.

Our financial proposal shall be binding upon us subject to modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, .i.e., 180 (One hundred Eighty) days from the submission of due date.

I/We undertake that, in completing for (and, if the award is made to us, in executing) the above contract we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We understand that for evaluation purpose the quotation of Phase I & II will be considered.

I/We understand you are not bound to accept any proposal you receive.

I/We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the firm:
Address:

CONTRACT FOR CONSULTANTS' SERVICES

by & between

(BSEIDC LTD.)

and

(**Consultant**)

, 2015

Consultant

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Chief Engineer, BSEIDC LTD.

[On a Non-judicial stamp paper of appropriate value]

This CONTRACT (hereinafter referred to as the “**Contract**”) is made at _____
on this the _____ day of _____, 2013 _____ *by & between*

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION

LTD.), a statutory body constituted by Government of Bihar, for the purpose of construction of Educational Institute notified under the Education Department, Govt. of Bihar and having its Office at “**BSEIDC LTD. Shiksha Bhawan Saidpur, Patna-4** represented herein by its Managing Director (hereinafter referred to as “**Authority**” which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the **ONE PART**

and

_____, a company duly incorporated under the Companies Act, 1956 [I of 1956], and having its registered office at _____ (hereinafter referred to as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the **OTHER PART**.

WHEREAS

- (a) The Authority has requested the Consultant to provide certain consultancy services as defined in this Contract (hereinafter referred to as the “**Services**”).
- (b) The Consultant, having represented to the Authority that it has the required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract; (b) The Special Conditions of Contract; (c) The following Appendices:
 - Appendix A: Services
 - Appendix B: Key Personnel of the Consultants Appendix
 - C: Form of Performance Guarantee Appendix D: Facilities to be provided by the Authority
- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Authority shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **BSEIDC LTD.**

(‘**Authority**’)

(Authorized Signatory)

For and on behalf of _____ (‘**Consultant**’)

(Authorized Signatory)

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms & expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:

- (a) “Applicable Law” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Contract or thereafter, in any jurisdiction.
- (b) “Consultant” shall mean and refer to _____¹ that will provide the Services to the Authority under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is General Conditions (GC), the Special Conditions (SC), and the Appendices, as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of State of _____.
- (h) “Local Currency” means the currency of the Authority’s country.
- (i) “Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Performance Security” shall mean performance security to be furnished by Consultant by way of bank guarantee in terms of this Contract and Appendix C

¹ The signatory of the OTHER PART.

- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Total Fee” means the net fee payable to the Consultant as described in Clause SC 6.2.
- (r) “In writing,” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.2.1 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 Authority and the Consultant or Personnel. The Consultant, 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.

1.2.2 Language

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

1.2.3 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.3 Notices

1.3.1 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 to such Party at the address specified in the SC.

1.3.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.3.3. Notice will be deemed to be effective as specified in the SC.

1.4 Location

The Services shall be performed at such locations as are specified in work order.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Consultant may be taken or executed by the officials specified in the SC.

- 1.5.1 Authority of Member in Charge** In case the Consultant is a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.
- 1.6 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay all such indirect taxes, duties, fees, and other impositions levied under the Applicable Law. The amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall commence the Services as specified in the SC Clause 2.2.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘**Affected Party**’) from performing its obligations under this Contract and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion,

terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law

(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 personnel or failure to make any payment required hereunder.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event.

2.5.3 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 seven (7) 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.

2.5.4 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.

2.5.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to the payment accrued to it till date as per the payment schedule set forth as GC clause 6.3.

2.5.6 Consultation Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Authority is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Termination

2.6.1 By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Authority shall give, not less than thirty (30) days' written notice of termination, to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that

Termination may be due from the Consultant to the Authority):
(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

2.7 Suspension The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.8 Cessation of Rights and obligations **Cessation of Rights and Obligations**
Upon termination of this Contract pursuant to Clauses 2.6 or 2.7 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance / Performance Security /

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

3.1.2 Performance Guarantee

The Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee from a scheduled bank acceptable to the Authority for an amount equivalent to '.....', and shall be valid for the period stated in the SC Clause 2.1 (b).² Such guarantee shall be in the form set forth in Appendix C hereto, or in such other form, as the Authority shall have approved in writing.

² To be decided as per the payment structure negotiated

- 3.2 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) 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 Authority, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Authority's Prior Approval** The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract with the Sub-Contractors for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix B, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Authority the reports and documents specified in SC hereto, in the form, in the numbers and within the time periods set forth in the said SC.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said SC
- 3.7 Documents Prepared by the Consultant to be the Property of the Authority**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. The consultant will not use these documents for their future use except, with the written consent of the Authority.

3.8 Law Governing services

Primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices shall be of the Consultant and the Consultant shall keep the Authority (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof.

3.9 Compliances of Labour Laws

- (a) The Consultant shall employ its own competent, experienced staff/employees/personnel for the purpose of providing the Services³
- (b) This Agreement does not and shall not be construed to create any employer-employee or principal-agent relationship between Authority and any employees, contract labour, representatives and personnel engaged by the Consultant in the performance of Services.
- (c) The Consultant, inter alia, agrees that the Services shall be rendered in strict compliance with the provisions of all Applicable Laws. The Consultant shall make statutory payments / remittances, applicable tax deductions including service taxes etc as are required to be made under labour related and other Applicable Laws. The Authority reserves the right to recover from the Consultant or withhold any amounts payable to the Consultant towards discharge of any claim or statutory obligations arising out of the breach of any of the contract labour laws or other Applicable Laws by the Consultant, without prejudice to any of its rights and other remedies herein stated or available under other Applicable Laws.
- (d) The contract labour, if any, engaged by the Consultant shall be at their own risk and cost. The contract labour employed to render the Services in terms of these present shall be paid by the Consultant, the wages in conformity with the applicable wages notified by the respective State Government/ authorities from time to time. The Consultant shall be solely responsible for payment of all wages, salaries and any expenses of the personnel employed including, without limitation, all amounts payable towards State employee insurance, provident fund, pension, or employment compensation, or any other payment to be made under the Applicable Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under this Agreement.
- (e) The Consultant shall, in timely manner, obtain and / or maintain the licenses, registrations, employment records, registers, certificates and other records and file returns as are required

³ Should have been defined in the Agreement. PI check

under various Act/ Rules / Regulations of the State Government in force or as amended from time to time and furnish proof of the same to the Authority on demand. The Consultant shall abide by and comply with all the statutory requirements under the existing Central, State and local body regulations, laws or those made applicable from time to time, such as the Contract Labour (Regulations and Abolition) Act 1965, the Employees Provident Fund and (Miscellaneous Provisions) Act, 1952 and Payment of Gratuity Act, 1972, Employees State Insurance Act, 1948, Minimum Wages Act 1949, Payment of Wages Act 1936, Payment of Bonus Act 1965, Public Liability Insurance Act, 1991, respective State Shops and Establishments Act, and other the labour related laws and regulations as are applicable and in force from time to time and all lawful orders made by the Competent Authority/authorities under the aforesaid Acts. The Consultant shall obtain requisite registrations, statutory permissions, licenses from concerned authorities and furnish proof of the same to the Authority on demand. The Consultant shall have the absolute control and /or supervision on its employees / staff / contract labour there being no nexus of employment between the Consultant and the Authority. The Authority shall not be liable for any dispute, which may arise between the Consultant and its employees / contract labour. The Consultant shall itself regulate the engagement of its workers and their working conditions, providing statutory benefits, uniform, food etc at its sole discretion in accordance with Applicable Law.

- (f) During the validity of this Agreement, the Consultant shall be solely responsible for:
 - (i) All acts and/or omissions by the workmen, technicians, contract-labor, contractors and other personnel engaged in the performance of the Services as set forth in this Agreement;
 - (ii) Health, safety and security of the workmen, technicians, contract-labor, contractors and other personnel engaged in the performance of the Services as set forth in this Agreement;
- (g) The Consultant shall maintain proper books of accounts, registers, records, bills, invoices, receipts, vouchers etc in respect of the Services carried on by the Consultant and shall regularly cause proper entries to be made therein and of all other particulars and matters necessary thereto and furnish a certification of compliance thereof on demand by the Authority. The Consultant shall make available such information and documents as may be required by the authorized representatives of the Authority for verification.

3.10 Indemnification

The Consultant hereby agrees to indemnify and defend the Authority and its representatives and employees, and hold the Authority, its representatives, employees harmless from:

- (a) Against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any covenants of this Agreement including those arising out of any accident that may occur during or in relation to the Services as may be proceeded against the Authority for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;
- (b) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by Consultant;
- (c) Damages and losses resulting from the non-compliance with the obligations established hereunder;
- (d) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the Consultant;
- (e) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- (f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due to neglect, omission or intentional act of the Consultant.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix B.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should not exceed 15% *of the total key personnel
 - (b) If the Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable

cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced. Further for Key Professional Personnel replaced for the second time and onwards, the remuneration payable shall not exceed 80%* of the remuneration which would have been payable for the Personnel replaced. (* limit may be fixed as per nature of the project)

5. OBLIGATIONS OF THE AUTHORITY

- 5.1 Assistance and Exemptions** The Authority shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.3 Facilities** The Authority shall make available free of charge to the Consultant the facilities listed under Appendix D.
- 5.4 Access to land** Subject to Applicable Laws, the Authority warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.
- 5.5 Change in applicable law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties on the subject matter of this Contract or in relation thereto, which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.2.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** (a) The total payment due to the Consultant shall not exceed the Total Fee for the Services described in Appendix A and subject to deduction of tax at source as per Applicable Laws.
- (b) An abstract of the cost of the Services payable in **local currency (Indian Rupees)** is set forth in **Appendix E**.

- 6.2 Total Fee** Total Fee payable to the Consultant shall be in terms of the provision of SC Clause 6.2.
- 6.3 Terms and Conditions of Payment** (a) Payments will be made to the Consultant according to the payment schedule stated in the SC Clause 6.3. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Authority specifying the amount due.
(b) No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
- 6.4 Responsibility for Accuracy of Project Documents** **6.4.1** Notwithstanding Clause 6.3, the Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. It shall indemnify the Authority or other agencies/authorities against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.
6.4.2 Notwithstanding Clause 6.3, the Consultant shall be fully responsible for the accuracy of design and drawings of the structures. All the designs and drawings for structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed as mentioned above shall not be accepted. The Consultant shall indemnify the Authority against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Authority shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.
- 6.5 Retention Money** An amount equivalent to 5% of the Contract Price shall be retained at the end of the Contract for accuracy of design and quantities submitted and the same will be released after the completion of Services
- 6.6 Penalty for delay** In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the Contract Price will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7. GOOD FAITH

7.1 Good Faith 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.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

II SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1 | The English language shall be the official language for all purposes; and English language may be changed to any other language with the agreement of both the parties |
| 1.2 | The addresses are: Authority : _____ Attention: _____ Facsimile : _____ E-mail: _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____ |