

BIHAR STATE BUILDING CONSTRUCTION CORPORATION LIMITED, PATNA
A GOVT. OF BIHAR UNDERTAKING
Expression of interest-cum- Request for proposal (RFP)
RFP INVITING NOTICE NO-03 (Cons)/2026-27

Expression of the interest offers for comprehensive architectural and engineering consultancy services are invited for Reputed, Conservation Consultants / Conservation Architects for preparation of all types of conservation work as well Theme Park / Theme base landscaping work etc. from reputed architects and firms for empanelment for projects be taken by the Bihar State Building Construction Corporation Ltd, Patna.

The empanelment of consultants is proposed in **CATEGORY-C** based on, among other things, their experience, capabilities etc.

The details of eligibility conditions can be had from office of Chief General Manager BSBCCL, Patna during office hours or can be downloaded from notice board of www.bsbcccl.bihar.gov.in. A pre-bid meeting will be held on 09.06.2026 at 4.00 p.m. in the office of Chief General Manager BSBCCL, Patna. Duly completed proposal in sealed envelope marked "**Empanelment of Conservation Architect/Firm/Consultant for BSBCCL**" should be submitted to **Chief General Manager, Hospital Road ,Shastri Nagar Patna-800023**, Bihar latest by 16:00 Hrs on 30.06.2026 And technical bid will be opened on the same date in presence of the representatives of firms at 16:30 Hrs.

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Chief General Manager
Bihar State Building Construction
Corporation Ltd. Patna

Memo:

Date:

Copy: IT Manager, Bihar State Building Construction Corporation Ltd. Patna for information & necessary action.

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Chief General Manager
Bihar State Building Construction
Corporation Ltd. Patna

Memo:

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Date:

22/05/26

Copy: Director, information and public relations department, Patna for advertisement by publications in Newspaper.

Chief General Manager
Bihar State Building Construction
Corporation Ltd. Patna

Building Construction Department (BCD) Government of Bihar, Patna.

Expression of interest for selection of Architect/Consultant/Firm for various architectural and engineering services in different categories.

1.0 **Building State Building Construction Corporation Ltd. (BSBCCL)**, Government of Bihar, proposes to empanel Architects/ firms/consultants for Reputed conservation Consultants/Conservation architects for preparation of all types of conservation work as well theme park/theme based landscaping work etc.

Category-C: Empanelled firm in this category will provide comprehensive architectural services for projects costing upto 10 crore.

(* Indicative cost of Project)

2.0 ELIGIBILITY CRITERIA FOR EMPANELMENT

2.1 Relevant experience of consultancy service in Govt. / Semi.govt. / private of repute {Certificate of Chartered Accountant(C.A.)} should be attached as follows:-

Category-C – Should have provided comprehensive Preparation of all types of Conservation work/ theme park/theme based landscaping work under architectural services for completed building projects of not less than two projects of Rs.5 crore each or three projects of Rs.3.0 cr each & min. experience in the profession of 3 years.

The completion certificate shall be issued by the employer not below the rank of executive engineer or project manager. In case of a Private client the completion certificate and valuation of the project issued by the employer should be certified by the retired executive engineer/ Registered value of Nationalised Bank/ Insurance Company/ Income Tax Department.

Notes: - Completed project means- The Architect has successfully completed his work and service accepted by the client and work has been started. (Certificate should be attached).

2.2 Financial Capabilities:

Category-C – Average annual turnover from professional fees in the last three years to be Rs. 20 lacs.

In case the annual accounts for the latest financial year are not audited, the Bidder shall provide an undertaking duly signed by statutory auditor (SA)/ chartered CA to this effect, and shall submit Turn Over credentials for the financial year preceding the latest financial year for which the Turnover is not audited and therefore not being provided.

2.3 For project amounting more than 50 crore* BSBCCL reserves the right for obtaining consultancy service through **open bid/ Competition**.

2.4 The tentative project cost for defining the category mentioned above will be based on rough estimated cost by the office.

3.0 Documents to be submitted.

I. Self-attested copy of Registration certificate from council of architecture (Principal)/Partner/Director and of other architects in the firm.

II. Performance certificate from client with detail of qualifying project as per 2.1

III. Photograph/ drawings/ details of qualifying projects only.

IV. Tax return in favour of 2.2/certificate from C.A. (Chartered Accountant)

V. Bio-data of key technical personal and sub-consultant.

VI. Details of firm, equipment software, registration with tax authorities Income Tax /Services Tax/ GST etc.

VII. Duly filled-up format F1/ F2 / F3.

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4.0 The document should be properly filled, signed, properly bound with page numbers, sealed and kept in a big envelope, marked "Empanelment Architects/ firms/consultants for Reputed Conservation Consultants/Conservation architects for preparation of all types of conservation work as well theme park /theme based landscaping work etc. for Architect/Firm/Consultant for BSBCCL" duly completed and signed sealed envelope specifying category applied for should be submitted to **"Chief General Manager, Bihar State Building Construction Corporation Ltd. Hospital Road, Shastri Nagar, Patna-800023** as per published notice.

4.1 **Empanelment process:-**

- a) Notice of expression of interest cum-Request for proposal (RFP).
- b) Notification for submission of Demand Draft as mentioned in clause 5 (iii) from responsive bidders.
- c) Notification of successful empanelment list in different category.

4.2 **Award of work:-**

As per the requirement of the department all the consultants of a particular category will be notified through e-mail to submit concept plan and financial bid in separate sealed envelopes. The work will be awarded based on financial bid of shortlisted concept plan from technical evaluation committee.

- 4.2.1 The consultants empanelled under all categories are obliged to quote a Lump Sum Fees for the work specified as required (comprehensive/ part services) based on the financial proposal (annexure C**). No change in fee is permissible unless scope of work is increased by the client.
- 4.2.2 In case of project developed in house, part services may be sought based on scope of work defined as per the RFP/EOI (request for Proposal) and the consultancy fees will be quoted with the financial proposal as per annexure C**.
- 4.2.3. For projects with estimated cost upto 10 cr, the consultants empaneled under respective categories shall be requested to submit related drawings (as per published RFP) along with a lump sum fees quoted for the said work. After short listing of consultants based on their proposal and the work order will be issued based on financial bid.
- 4.2.4. Firms empanelled under category C are eligible for projects upto 10 cr only..

5.0 General conditions

- I. Neatly typed/ printed application bound with page numbers with the signature and seal of the architect/ firm clearly indicating the category of application and fulfilment of eligibility criteria should be furnished. Supporting documents shall be annexed.
- II. Incomplete application, loose sheets may summarily be rejected.
- III. A non-refundable demand draft cost of RFP & processing fee of Rs 10,000 in favour of **"Deputy General Manager ,Bihar State Building Construction Corporation Ltd. Hospital Road, Shastri Nagar, Patna-800023 Patna"** shall have to be deposited by the empanelled architect in category 'C' only after they are informed of their short listing based on technical bid.
- IV. Consultancy for specific projects shall be awarded to the empanelled Firm/Architect/Consultant on the basis of 4.2 above. The schedule of services and terms and conditions shall be as per the agreement to be signed (draft agreement annexed herewith) for the particular project. Tentative scope of work (unless specified for part services) shall include:-
 - 1) Conservation & Restoration work plan of the project.
 - 2) Design proposal for site development of Conservation projects (development plan must include a universal accessibility friendly design)
 - 3) Architectural work and site development/structural engineering work & statutory approval work.
 - 4) Preparation of architectural drawings/ details, layout plans indicating general understanding of necessary actions and measures to be taken up for Conservation and Restoration works as per the client's requirements.

- 5) Detailed Conservation Project Report including –
 - a) Architectural History, Archival Research and Background study of the Traditional knowledge System of the Temple/Project Site.
 - b) Architectural Drawings
 - c) Existing Building Condition Assessment
 - d) Detailed Site and Structural Assessment
 - e) Issues & opportunities
 - f) Scope of work - Effective Conservation Solutions
 - g) Work Plan Methodology – Step-by-Step work execution procedure with Bar Chart for Key Activities
 - h) Measurement sheet
 - i) Block cost estimation and BOQ
 - 6) Preparation of details of design & drawings for architectural, structural, sanitary, water supply, sewerage, electrical systems, both internal & external if required, fire-fighting system, interior & operational & maintenance activities and any other services required for successful completion of the Project.
 - 7) Documentation of all existing structures for restoration works as per requirements
 - 8) Condition Mapping and assessment of the present condition of the Conservation Project
 - 9) Preparation of conservation and restoration plans and drawings.
 - 10) Rationalizing provided estimates for quantities and work items, if any.
 - 11) Rationalizing rates for required work items beyond SOR and special work items.
 - 12) Compilation of work phases, time chart and expert resources required for implementation
 - 13) Consultancy for part services may also be required and accordingly quotation may be asked based on this empanelment.
 - 14) Soil test (Hard Copy) and site survey report (*in DWG format*).
 - 15) Support in certification of milestones of the respective part of the Project; including physical supervision at the site.
- v) BSBCCCL reserves the right to verify the performance of the Architect/ Firm/Consultant and to call for any further information.
 - VI) Architect/ Firm/Consultant may any additional information as deemed necessary. However, they are advised not to furnish superfluous information. No information shall be entertained after the due time unless called for by BSBCCCL.
 - vii) Any information furnished by the firm found to be incorrect at any stage would render their de-listing from the panel without prejudice to any other right or remedy available in law of land.
 - viii) BSBCCCL shall not be responsible for any postal delay. BSBCCCL reserves the right to accept or reject any or all the applications without assigning any reason there of and no correspondence in this regard shall be entertained.
 - ix) Empanelled firm from outside Bihar shall be considered for award of work only when they undertake to have local office within the state or, have local resident architect (consent to be attached) for the period of completion of project or for a period as mutually agreed for desired level of co-ordination.
 - x) Empanelment will be done on the basis of a successful technical bid.
 - xi) Architect registered in a particular category shall automatically be treated as empanelled in all lower categories (ATO wise) for award of work.
 - xii) Selected Architect/Firm shall be informed together with scope of work and scale of charges for acceptance upon their acceptance and having furnished the required **Demand draft** as in 5(iii) they will be informed about their empanelment with BSBCCCL.
 - xiii) The empanelled will be valid for three years from the date of empanelment and the same will supersede any earlier empanelment with BSBCCCL.
 - xiv) A pre bid meeting with the consultant will be held as per published notice.

- xv) All applicants have to give an affidavit that their Organisation Company/Firm is not debarred, blacklisted, not in litigation anywhere in the country. They should also furnish undertaking of any relation in the Building Construction Department.
- xvi) Joint venture not be allowed.
- xvii) Amount of A.T.O./project cost may be brought to current value@ 8% for maximum three years.
- xviii) Firms may indicate their field of specialization and interest like conservation/ restoration/ interior/ landscape/ building type, etc.
- xix) Deployment of Manpower
The Agency shall ensure the deployment of following resources at the office of the Authority / project location, as the case may be during the Design phase and Supervision phase:

S.no.	Personnel	Qualification
1	Principal Architect	Postgraduate degree in Conservation architecture with minimum 10 years of experience for 3 years for Category 'C' in conservation and restoration projects
2	Conservation Architect	Bachelor's or Master's in Conservation Architecture with a minimum of 5 years of experience for 2 years for Category 'C' in execution & supervision of conservation and restoration projects
3	Assistant Engineer	Bachelor's in Civil Engineering with minimum 8 years of experience for 3 years for Category 'C' in execution and/or supervision of civil works or relevant experience in conservation and restoration projects

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Format for Eligibility Criteria (to be filled by applicant & annexed with supporting documents and their page numbers).

Form F1: Details of Applicant

1. Details of the firm:
 - (a) Name:
 - (b) Address of the corporate headquarters and its branch office(s):
 - (c) Date of incorporation and/ or commencement of business:
 - (d) Copy of Pan Card
 - (e) Copy of GST number
2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
 - (f) Fax Number:
5. The following information shall also be provided for the Applicant:
Name of Applicant:

No.	Criteria	Yes	No
1	Has the Applicant/ its Associate been blacklisted/ barred by the {Central/State} authority, or any other government institution in India, from participating in any project.		
2	If the answer to 1 is yes, does the blacklisting/ bar subsist as on the date of Application?		
3	Have the Applicant/ its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three (3) years?		

(Signature of applicant with stamp)

Form F2: Technical Capacity of the Applicant

1. Abstract of eligible assignments by the applicant.

S. No.	Name of the Assignment (Eligible Design Assignments)	Name of Client	Cost of Assignment/Total Project Cost (in Rs. Crore)	Documentary Evidence
1				
2				
3				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Note: For each of the Eligible Assignments being stated by the Applicant, the Applicant shall in support submit client certificate/work order/letter of award/copy of agreement/ statutory auditor's certificate/chartered accountant certificate for such assignment stating clearly the project cost of such assignment and completion details.

Form- F3

Name of firm & address & Type of firm.	Year of establishment of firm with affidavit regarding firm is not blacklisted/ Litigation.	Name of Principal & his Reg. With COA	Assigned key persons i)Architecture ii)Structure iii) MEP iv)Landscape v)Interior vi)No of tech. staff.	Acceptance of part services (ref. clause 4.2.3) Yes/no	Annual turnover(to be supported by C.A certificate)	List of Sub-consultants for specialized services & their consent letter	Consent letter attached Yes/No.	Page No.

(Signature of applicant with stamp)
(* Indicative cost of Project)



Form -F4

Name of firm	Name of qualifying project(s) as/ 2.0	Area and cost	Year of completion	Brief detail Of project	Client certificate Yes/No	Area of specialization ref.
	1.					
	2.					
	3.					

(Signature of applicant with stamp)

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ANNEXURE- C**

Draft copy (sample)

FINANCIAL PROPOSAL

Ref. Date:

To,

Chief General Manager
Bihar State Building Construction corporation Ltd,
Hospital Road, Shastri Nagar
Patna - 800 023 (Bihar)

Sub: **Financial proposal for consultancy services.**

Dear Sir,

We are willing to undertake and complete the assignments as per revised terms and conditions of our empanelment with your department as requested with details as follows.

Name of Project:-----

Type of services: *please tick as applicable.*

Comprehensive consultancy services: ☐

Part consultancy services : ☐

Our offer is **exclusive of G.S.T.** as per GOI norms but inclusive of all other taxes, incidentals, overheads, traveling expenses, printing and binding of reports, all sundries, all other expenditure for execution of this assignment covering all 'Terms and conditions' (as per type of services) is Rs -----(i.e., in words -----). We also agree with the stage-wise and percentage-wise payments as detailed in draft agreement. This offer is valid for a period of 90 days from the date of opening of the bid.

Yours Sincerely

Signature (Authorized Signatory)

Name:

Address:

For and on behalf of



AGREEMENT BETWEEN BIHAR STATE BUILDING CONSTRUCTION COPORATION LTD.

AND

M/S

This deed of Agreement made onbetween Bihar **State Building Construction Corporation Ltd.** (hereinafter called Client) and
.....carrying on business as CONSULTING ARCHITECTS AND ENGINEERS under and style (hereinafter called Consultant-Architect) of the second part which expression shall, unless repugnant to the context of meaning thereof include the PARTNERS of the said firm for the time being, the Survivor of them and their respective Heirs, executors, administrators and assigns of the other part.

WHEREAS THE CLIENT intends to construct Project name-
.....
.....

(Hereinafter called the "SAID WORK")



AND WHEREAS THE ARCHITECTS have agreed to design & render Consultancy for the SAID WORK on the terms and conditions hereinafter agree as follows:

1. FEEES AND REIMBURSEMENT :

The EMPLOYER AGREES TO PAY to the ARCHITECTS as remuneration for the professional services to be rendered by the ARCHITECTS in relation to the SAID WORKS and in particular for the services hereinafter mentioned, fees as stipulated in Article 3 here of the same Fees being hereinafter called the FEES.

2. SCOPE OF WORKS :

- 2.1 Site Evaluation and analysis.
- 2.2 Architectural work and site development
- 2.3 Structural engineering work
- 2.4 Sanitary, plumbing, drainage, water supply and sewerage work
- 2.5 Electrical work
- 2.6 Firefighting system / HVAC / specialized services as per requirement
- 2.7 Landscape work including design of open spaces, horticulture etc.
- 2.8 Any other related works specifically entrusted to the Architects by employer
- 2.9 Supervision of work till its completion and project completion certificate also.
- 2.10 All clauses of the RFP /Technical sheet will remain in force.

3. SCHEDULE OF SERVICES

A preparation of layout plan and concept plans

- 3.1
 - a) Take Clients instructions regarding requirements of project as a whole, and prepare Pre-design report.
 - b) Consultants (scope of work) should Furnish **Site Details, Survey and Contour and soil test reports**
 - c) Prepare layout plan, conceptual plans with reference to requirements given and
Prepare approximate estimate of cost by area basis.
- 3.2 Modify conceptual plans specifications incorporating required suggestions/changes and prepare Preliminary drawings and designs for Clients approval along with revised preliminary estimate of cost.
- 3.3
 - a) Prepare drawings necessary for submission to statutory bodies for sanction and advise on formalities help obtain sanctions as required.
 - b) Upon Client's /statutory approval necessary for commencement of construction /working drawings. Ensure compliance with codes, standards, legislations as applicable.

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B Detailed Working Drawings & Estimates Stage:

3.4 Tender drawings stage :

- 3.4.1 Prepare basic working drawings and details for all aspects of work referred to under the Clause 'Scope of Work' including architectural , structural , plumbing , sanitary, electrical communication system ,detailed specifications sufficient for preparation of item-wise detailed Estimate of cost.
- 3.4.2 Prepare basic working drawings for external services, site development, roads, pathways, compound wall and landscape works. Prepare tender documents/drawings , quality control procedures on material and works as per requirement of client.

3.5. DETAILED ESTIMATE OF COST :

- i) Prepare detailed Estimates of cost supported by detailed measurement sheets, calculations and abstract of quantities and cost based on current PWD schedule of rates . In the absence of rate in PWD SOR, the same shall be referred to CPWD SOR or lastly arrived at by actual analysis as applicable to the locality and obtaining the approval of the employer for the same.
- ii) Preparation of Tender documents for invitation of Tenders and Tender drawings for issue to Tenderers.

3.6 Working drawings stage :

- a) Preparation of detailed working drawings for all aspects of Architectural works.
- b) Preparation of detailed working drawings for all aspects of Structural works
- c) Preparation of working drawings for all aspects of Sanitary, Drainage and Water Supply works.
- d) Preparation of working drawings for all aspects of Electrical works.
- e) Prepare necessary drawings for ventilation / air-conditioning,(as required)
- f) Prepare drawings for Landscape work, Interiors, boundary wall, internal roads, Site Development etc.
- g) Prepare / revise all specific working details, specification etc. as required by the client during construction.

C Construction stage

- (i) Visit the site of work at least monthly and as and when required intervals to inspect the construction works and where necessary to clarify and doubts or interpretation of drawing / specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract. **The Architect will record his observations about the work in a register maintained at the site and render advice on actions if required.**
- ii) Preparation and submission of completion reports and drawings for the project as required and with the assistance of Employer's Engineers.
- iii) Advising Employer on exercising cost control and economy measures to ensure that the approved estimates are not exceeded. On completion of works, **Architects will prepare and submit two sets of As-built drawings and one set on Pen drive (cad Drawings) of the building and services.**

PROFESSIONAL FEES PAYABLE

4.1 A) The **Lump-sum fee** mentioned in financial bid for all services mentioned in items "SCOPE OF WORK" shall be **Rs** **with Inclusive of all taxes /GST.**

B) The fee payable for consultant supervision as per para 3C is included in 4.1 (A)

C) The fees payable for other site shall be as per clause no-4.2(Repeat Design) & 4.2 (A)

4.2 Repeat Designs:-

1. Entire work of the consultant, including all structural drawing, design, specification, tender documents, BOQ etc. should be copyright of the corporation (BSBCCL)

2. In case of repeat blocks without any modifications or with some in-house modification, the consultant should not be paid for such design/drawing.

3. In case of major modifications are required in such design/drawings, the consultant should be paid proportionately for that part of the project value at the rate originally decided between Consultants and BSBCCL.

4. Consultant shall be fully responsible for the accuracy of the quantities in the BoQ. And that in Case of any variation beyond +/-10% the consultant shall be fully responsible for the financial Implications. He shall fully indemnify the corporation from any extra cost arising out of the variation.

4.2 (A) ***"Consultant shall not be paid more than 50% of the value of entire original fee of the similar/repeat works of different sites and the entire works shall be divided into five components and percentage of fee of each component may be as follows"***

1. Architectural Drawings

(a) Site Layout Plan (Surveying Drawing, Contouring Map Work, Soil Test Work) : 15%

(b) Plan (**valid only for repeat work**) : 15%

2. Structural Drawings : 30%

3. PHE (Internal & External) : 12.5%

4. Electrical (Internal & External) : 12.5%

5. Other Services such as Interior design, External services etc. : 15%

4.3 Traveling expenses to the site including lodging / food etc. by the principal consultant/ sub-consultants is included in 4.1 A above

4.4 All drawings and documents will be submitted in 6 (six) sets free of cost. Additional Copies would be supplied on actual cost.

4.5 **Any Delay in Agreed deliverable time schedule will invite penalty @1% per week Subject to Maximum 10% of the fee. Delay and Unsatisfactory performance may lead disqualification of consultants and termination of agreement with due show cause.**

5. MODE OF PAYMENT

Fees due, percentage of fees in Para 4.1

5.1 On completion of services mentioned in item 3.1 (Sketch Stage) : 10% (Ten percent) of total Fees payable.

5.2 On Completion of Services mentioned in item 3.2 (Final preliminary Drawings) : 15% (Fifteen percent) of total Fees payable less paid.

5.3 On completion of service mentioned in item 3.3 (Statutory Drawings stage) : 20% (Twenty percent) of total Fees payable less paid.

and after Client's approval.

- | | | | |
|-----|---|---|---|
| 5.4 | On completion of service mentioned in item 3.4 (Tender drawings stage) | : | 30% (Thirty percent) of total Fees payable less paid. |
| 5.5 | On completion of service mentioned in item 3.5 (Detailed Estimates of Cost) | : | 40% (Forty percent) of total Fees payable less paid. |
| 5.6 | On completion of services mentioned in item 3.6 (working drawings stage) | : | 80 % (Eighty percent) of Fees as per Para 4.1 less paid. |

The quantum payable against working Drawings will be released in installments as given below:

- | | | | |
|-----|---|-------|------------|
| a) | All Architectural & Structural drawings up to plinth/foundation stage. | : | 8% |
| b) | All Architecture working drawings. | : | 8% |
| c) | All Structural working drawings | : | 8% |
| d) | All Sanitary and Water Supply drawings, Electrical drgs and Air-conditioning drgs. | : | 8% |
| e) | All drawings for Site Development and External services etc. | : | 8% |
| | | | 40% |
| 5.7 | Balance 20% would be released after 3 months of virtual Completion & submission of 'as built' drgs. | | <u>20%</u> |
| | | Total | : 100% |

6. PROGRESSIVE PAYMENTS TO THE CONSULTANT - ARCHITECTS

6.1 The payments to the Architects during various stages shall be as follows :

- | | | | |
|----|------------------------|---|---|
| a) | At stage Sl. 5.1 & 5.2 | : | On preliminary cost Estimate accompanying Sketch / Preliminary drawing. |
| b) | At stage Sl. 5.3 & 5.4 | : | On Cost Estimate accompanying this stage. |
| c) | At stage 5.5 | : | On detailed estimate at this stage. |
| d) | At stage 5.6 | : | On evaluated original Project cost excluding Lump sum Cost Items, Contingency, Consultancy Fee and Centage. |

6.2 Progressive payments may be made to the Consultant – Architects in any of the above stages based on the quantum of work done in that stage as may be mutually agreed to by the parties.

6.2 The cost of the Project shall be the cost of the building works and site development works including the cost of structural, sanitary, plumbing and electrical works and electrical fittings & fixtures, landscaping i.e. on all items on which the Consultant – Architects had rendered professional services but shall exclude the cost of the client's site office, cost of land and supervisory staff. Thus, total evaluated cost of the original Project excluding Lump sum cost Items, Contingency, Consultancy Fee and Centage would be considered as the Project Cost.

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7. CLIENT'S RESPONSIBILITIES :

The following shall be the responsibilities of the client:

7.1 Provide detailed requirements of the project.

7.2 Pay the fees of the Consultant – Architects within four weeks of submission of bills
(After Getting the Administrative Approval and allocation of Fund)

7.3 Consultants Office Set up In Bihar /Patna Is mandatory.

8. TIME SCHEDULE

The time schedule shall be as follows:-

Sl. No.	Item	Duration
1 a	Conducting Survey & Preparation of pre-design report	3 weeks after agreement
1 b	Preparation of Campus Layout plan & concept plans	5 weeks after agreement
2	Preparation of revised concept plans, finalisation of plans	8 weeks after agreement
3	Preparation of statutory drawings / documents / for approval.	12 weeks after agreement
4	Preparation of Tender documents / drawings / detailed Estimates / BOQ .	16 weeks after agreement
5	Working drawing stage	In phases as required so that work progress is not affected.

For each Package as decided the time schedule for the buildings / works to be taken up shall generally be as follows unless otherwise specifically written instructed by the Client.

9. BUILDING SUB-COMMITTEE:

9.1 Project Sub-Committee consisting of Representatives of client and Consultant-Architects may, if necessary, be constituted for co-ordination.

9.2 The Consultant-Architects would be required to participate in the meetings as necessary at Patna during at important construction stage.

10. EXECUTION OF THE ASSIGNMENT :

10.1 All the stages of work shall be completed by the consultant –Architects and the necessary approval given by the clients according to the time schedule mutually agreed upon.

10.2 In the event of Consultant –Architects firm closing its business, the clients shall have the power to employ any other agency to complete the work and all due payments shall be forfeited with penalty of blacklisting of the consultant.

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10.3 In the event of reduction of the scope of construction after approval of the work done by the Architects at any stage mentioned in clause 5 above, the Architects shall be entitled to the appropriate percentage due up to the relevant stage on the value of the portion of the work that is abandoned in addition to the percentage due on actual cost of work completed.

10.4 TERMINATION :

10.4.1 Termination for defaults

10.4.1.1 The client may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, terminate the agreement in whole or in part :

- a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.
- b) If the consultant fails to perform any other obligations under the agreement,
Or
- c) If the consultant fails in either of the above circumstances, do not cure its failure within a period of thirty (30) days after receipt of the default notice from the client or any such extensions allowed from time to time, under the circumstances that appear reasonable until a conclusion is arrived at that the consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.
- d) If the consultant refuses to accept and perform the assignment given by the client.
- e) In the event of the failure on the part of the consultant to complete his work or the clients to give their approval and / or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreements, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days. No payment to the consultant would be done except those which have already been made or which may become payable against the bills of works already submitted as on the date of notice.



10.4.1.2 In the event, the owner terminate the agreement in whole or in part, pursuant to Para 10.4.1.1 client may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, with all payments due to the consultant up to that stage shall be liable to be forfeited and the client shall be at liberty to claim excess cost of such services, cost escalation and any other resulting damages by means of appropriate civil actions. However, the consultant shall continue to perform as per agreement, if not terminated.

10.4.2 Termination for insolvency :

The client may at any time also terminate the agreement by giving written notice to the consultant without compensation to the consultant, if the consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

10.5 The Consultant – Architects shall prepare drawings, designs, outline specifications and estimates of cost by cubic measurements or on areas basis on schedule of rates of the PWD SOR . In the absence of rate in the aforesaid schedule of rates , the same shall be referred to CPWD , SOR (DSR) or arrived at by actual analysis.

10.6. The Consultant – Architects shall assume full responsibility for the design and specifications for items described in the scope of work . The clients will have full access to the details of the calculations and the designs for purpose of scrutiny for satisfying themselves as to their correctness. The Structural / services consultants of the Consultant – Architects will render all possible help for the above scrutiny.

10.7 The Consultant – Architects shall supply to the client free of cost six sets of final drawings at stage 3.2 of the agreement, six sets of all drawings, specifications and other particulars in stages thereafter. Any additional sets required by the client shall be paid for on actual cost basis.

10.8 The Consultant – Architects shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of client.

10.9 The Consultant – Architects shall make necessary revisions as may be required by client in the drawings and other documents submitted by him at the draft stage. Any subsequent revisions in the drawings and other documents once approved required to be made by client shall also be made available free of cost by the Architect.

10.10 No change shall be made in approved drawings and specifications at site without the consent of the Architect.



- 10.11 The client shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Architect up to the stage of services already submitted.
- 10.12 The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.
- 10.13 Any disputes or differences in connection with the agreement shall be, to the extent possible, settled amicably between the parties. If it cannot be reached then, all disputed issues shall be settled by arbitration as proposed hereafter.

11. **ARBITRATION :**

All difference and disputes rising between the client and the Consultant-Architect on any matter connected with the Agreement or in regard to the interpretation of the content thereof shall be referred to the adjudication of sole arbitrator to be nominated by the client who shall be fellow of Indian Institute of architects and the award of the Arbitration shall be final and binding on parties under the provision of Indian Arbitration act 1940 as per the rules there under or any statutory modification thereof for the time being in force.

Witness

1. -----

(WITNESS FIRST PARTY)

2. -----

(WITNESS SECOND PARTY)

Parties

1. -----

(First Party)

2. -----

(Second Party)



