

Request for Proposal

Comprehensive Request for proposal (RFP)- E-RFP is invited for Selection of Consultant for Preparation of Concept Drawings (modern concept with naturally ventilated structure) Construction of State of the Art (International Level) with all modern facilities Bus Terminal cum Depot Structure at Gayaji , Muzaffarpur , Bhagalpur and Rajgir (Nalanda).

**BIHAR STATE BUILDING CONSTRUCTION CORPORATION LIMITED,
PATNA**

1.0 Comprehensive Request for proposal (RFP)- E-RFP – Comprehensive Architectural services under Selection of Consultant for Preparation of concept Drawings (modern concept with naturally ventilated structure) Construction of State of the Art (INTERNATIONAL LEVEL) with all modern facilities Bus Terminal cum Depot Structure at Gayaji , Muzaffarpur , Bhagalpur and Rajgir (Nalanda). Prepare one of the above four projects i.e. Gayaji (Site Plan Attached) For Presentation and fees quoted for all four projects inclusive of GST. (Physically Visit the All Site Before Quoting The Fees)

[Online apply Through (All Technical and Financial Documents) E-Proc Website www.eproc2.bihar.gov.in .Hardcopies of all drawings to be submitted in BSBCCCL HQ office at the time of opening of Technical bid. Interested Consultancy firms has to be registered himself in E-Proc ,govt.of Bihar.]

- 2.0 Objective - To obtain best possible concept design with which further elaboration of the project could be developed.**
- 3.0 Eligibility Criteria – Only those individual / firms fulfilling criteria mentioned below are eligible to participate in the design competition and to offer comprehensive Architectural services.**
- 3.1 Relevant Experience of consultancy services to Govt. / Semi Govt. /Private. (Private Projects would be accepted if consultants include the turnover of the Attached Projects (Mandatory to Attach).**
- 3.1.1 Should have provided comprehensive Architectural services Under Completed projects Bus Terminal cum Bus Depot or Bus Terminal (with Site live Photographs) – One Project of 20.0 Crore \Two projects Of 12.0 Crore each \Three projects of 9.0 Crore each. Minimum 10 years' experience in the profession of Architecture.**
- 3.2 Financial Capabilities: - Minimum Annual turnover of 35 lakhs Professional fees in any one year of last three years.**
- 3.3 Registration of Principal / Partner / Director with Council of Architecture (COA) is mandatory.**
- 3.4 Documents to be submitted Through E-Proc, govt.of Bihar.**
- (i) Attested copy of Registration certificate from **Council of Architecture of Principal / Partner / Director** and also of other Architects in the firm.
 - (ii) Performance certificate from client with detail of qualifying project as per Para 3.1.1
 - (iii) Live Photograph / drawings / details of qualifying projects.
 - (iv) Audited balance sheet in favour of Para 3.2
 - (v) Bio-data of key technical personnel and sub-consultant.
 - (vi) Details of firm, equipment's software, registration with tax authorities **Income Tax / GST etc.**
 - (vii) Financial proposal as attached in E-Proc Website -www.eproc2.bihar.gov.in.

4.0 Selection Process:

- (i) Publication of Request for Proposal and request for design proposal.
- (ii) Evaluation of technical details of the firm to be based on eligibility criteria.
- (iii) Evaluation of technical documents, concept design and presentation shall be done out of 100 points in the ratio of 50:50 (50 for technical documents and 50 for concept design & presentation by appointed jury). Only those firms, who will obtain 70 or more points, will be shortlisted for opening of financial bid.

Evaluation of Technical proposal–

Summary of Evaluation Sheet			
S. No.	Criteria	Marks	Evaluation
A.1	Experience in Bus Terminal cum Bus Depot	50	For (as per Clause no-3.1.1) 40 marks and experience count should be of Completed projects in last 5 years.
			For (as per Clause no-3.1.1) 10 marks for live Projects photographs should be enclosed.
A.2	Concept Design	30	Each invited applicant (who qualifies initial eligibility criteria) shall be required to submit the Concept Design.
A3	Presentation	20	Each invited application (who qualifies initial eligibility criteria) shall be required for presentation.

A.2 CONCEPT DESIGN DETAILS:

S. No.	Criteria	Marks
1	Understanding of objectives, scope of work, complete coverage of components, site visit	10
2	Approach Methodology and Rough Estimate of cost	10
3	Concept for the theme in question	10
Total		30

- (iv) Opening of financial bid of shortlisted firm as (iii) above and selection of firm.
- (v) Final selection of consultant and award of work shall be based on **negotiation with the selected firm.**

5.0 Submittals for the design competition through **E-proc Website.**

5.1 The proposal shall be submitted through **E-proc Website** per following details.

5.1.1 It shall consist of A1 size (594 x 841) in 6 No's of sheets depicting (At the time of opening of Technical bid)

- (i) Approach to design concept.
- (ii) Concept design /lay out plan/ floor plans, view to sufficient to explain the design
- (iii) Plinth area rate estimates based on CPWD PAR basis on A4 sheets with indexing
- (iv) Soft copy of documents in CD/DVD (**Submit Opening day Of Technical bid**).
- (v) The drawings may be organized in horizontal or vertical format to best represent the concept approach. Supplementary drawings, sketches, other information to be provided in **A3 size booklet format**.

5.1.2 It shall consist of **technical details of the firm**, details of project Experience, As per 3.1.1 ATO of last three years, certificates, etc. Supporting eligibility criteria, as per para 3.3 & 3.4 through (**E-proc Website**)

5.1.3 Financial proposal which shall be **lump sum cost** in **Attached format** (through **E-proc Website**).

5.2 "Technical Bid" shall be submitted (through **E-proc Website**).

5.3 **3D (perspective) View and walk through presentation (To be present on presentation time) to be submitted at the time of opening of technical Bid is mandatory) & Selected consultant (Selected Consultant Means-Agreement with BSBCCCL) should submit Physical model in suitable scale after approval of Proposal.**

6.0 General Conditions:

6.1 Use of design deliverable by the client at site other than designated site.

- A) Entire work of the consultant, including all structural drawing, design, specification, tender documents, BOQ etc. should be copyright of the corporation (BSBCCCL)
- B) i) In case of repeat blocks without any modifications or with some in-house modification, the consultant should not be paid for such design /drawing.
ii) In case of repeat blocks with 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 BSBCCCL.
- C) 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 rising out of the variation.

6.2 Neatly typed / printed application in English with the signature and seal of the authorized signatory clearly indicating the detail of firm(s) and fulfillment of eligibility criteria shall be submitted along with supporting documents.

6.3 All paper submitted shall be duly signed and numbered except the documents in envelop 'A'

6.4 Duly completed and signed offer should be submitted as per published notice.

6.5 Tentative scope of work after award of work shall include:

Collection of site information & data , Architectural design work & site development , contouring work, survey work, soil investigation test work/ Structural engineering design work **(as per seismic zone-V)** & help obtain vetting from IIT/NIT , Sanitary, Plumbing, drainage, water supply and sewerage work (All design calculation related upto the satisfaction of checking/vetting/engineer/agency/institution) / Electrical work, Firefighting system / HVAC / interior design (if applicable) / furnishing/ specialized services as per requirement Landscape work including design of open spaces, horticultural details etc., Tender documents (detailed Estimate of cost & BOQ) and other specialized services as per requirement, and any other related works specifically entrusted to the Architects by employer. **(Add Maintenance for Five (05) Years If Got Direction From Bsbcccl official)**

6.6 MODE OF PAYMENT

Fees due, percentage of fees in Para 4.1

6.6.1	On completion of Sketch Stage	:	10% (Ten percent) of total Fees payable.
6.6.2	On Completion of Final preliminary Drawings	:	15% (Fifteen percent) of total Fees payable less paid.
6.6.3	On completion of Statutory Drawings stage and after Client's approval.	:	20% (Twenty percent) of total Fees payable less paid.
6.6.4	On completion of Tender drawings stage	:	30% (Thirty percent) of total Fees payable less paid.
6.6.5	On completion of Detailed Estimates of Cost	:	40% (Forty percent) of total Fees payable less paid.
6.6.6	On completion of working drawings stage	:	80 % (Eighty percent) of total Fees payable less paid.

Details of sub Para 6.6.6 (Mode of payment)

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% |

6.6.7 Balance 20% would be released after 3 months of virtual Completion & submission of 'as built' drgs.

20%

Total : 100%

6.7 Time Schedule:-

The time schedule shall be as follows:-

Sl. No.	Item	Duration
1 a	Conducting Survey ,Soil test & 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.

6.8 The Architect consultant will have to provide **periodical supervision** by visiting the each site of construction to ensure general intent of drawing is being followed at site & submit reports of progress & observations.

6.9 BSBCCCL reserves the right to verify the performance of the Architect / firm and to call for any further information.

6.10 Architect / firm may furnish any additional information separately 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.

6.11 Any information furnished by firm found to be incorrect at any stage would render their being ineligible without prejudice to any other right or remedy available in law of land.

6.12 BSBCCCL shall not be responsible for any postal delay.

6.13 BSBCCCL reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence in this regard shall be entertained.

6.14 **Selected firm from outside Bihar shall be required to have local office at Patna or, have local resident Architect (consent to be attached) having sufficient experience & expertise for the period of completion of project or for a period as mutually agreed For desired level of co-ordination.**

6.15 Selected Architect / firm shall carry out the assigned job after executing the agreement with BSBCCCL.

6.16 Short listed firms shall be asked for a presentation of their past works and approach to the project at Patna their own cost.

6.17 Incomplete application/ disregard to the laid conditions may summarily lead to rejection of the application.

7.0 Brief Requirement of the Project/Site Plan:-

Brief **Requirement of the Project** and **site area**: as/**Annexure-A & B** attached

7.1 Fulfillment of the requirements of project, use of innovative idea and techniques, Green building concepts(if any), planning in reference of the context, Optimum land Utilization & campus planning etc. shall be the basis of evaluation of the concept design.

8. The consultants are expected to acquaint themselves with the site before designing the project.

9. Submission of design implies acceptance of the conditions of the competition. Competitors indemnify and hold harmless BSBCCL and jury member from any expenses, claim and/or liability which may result directly or indirectly arising from their participation and the documents submitted become the property of the department. However, the author shall retain full copyright of the drawings until or unless assigned. BSBCCL shall retain unrestricted, but not exclusive right to display, exhibit, and publish the documents without further notice or additional compensation. In all cases the authors will be credited and cited.

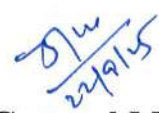
a. The undersigned may be contacted for any clarifications at Tel: 0612-2284861, Mobile No.09534600010 (Sr. Architect ,Bsbcccl)

b. All entries should reach the office of the undersigned positively as per the published notice.

10. Important dates: As Mention in Notice Inviting Tender (N.I.T.)

Annexure –A:- Requirements

Annexure –B:- Site Plan


Chief General Manager

BSBCCL, Patna

1. Administrative Building to include following spaces:
 - I. Ticketing Section/Cash Section
 - II. Staff offices
 - III. Cafeteria
 - IV. Kitchen
 - V. Crew Rest Room
 - VI. First Aid Room
 - VII. Toilet Section (including Disable Friendly)
 - VIII. Other utilities
2. Workshop to include following spaces:
 - I. Tyre Section
 - II. Storage for spare Section
 - III. Electronics section
 - IV. Toilet Section
 - V. Maintenance Pit
 - VI. Inspection Pit
 - VII. Washing Ramp
 - VIII. Other utilities
3. Ample Parking Space for 20 buses & two/four Wheelers
4. Air-conditioned Rest Room
5. Covered Bus Terminal
6. Provision for Charging Station
7. Proper drainage system to avoid stagnation of water
8. Security Booth
9. Effluent Treatment Plant (STP/ETP)
10. Fire Station
11. Street Light
12. Depot Yard Lighting
13. Septic Tank
14. Power Back Up (Solar System) for other than Charging Station
15. Feeding Room
16. Public Toilets (including Disable Friendly toilets)
17. Drinking Water Facilities
18. Public Canteen
19. Space for Commercial Space for Commercial Space (Shops/Restaurants etc.)

AGREEMENT BETWEEN BIHAR STATE BUILDING CONSTRUCTION COPORATION LTD.

AND

.....

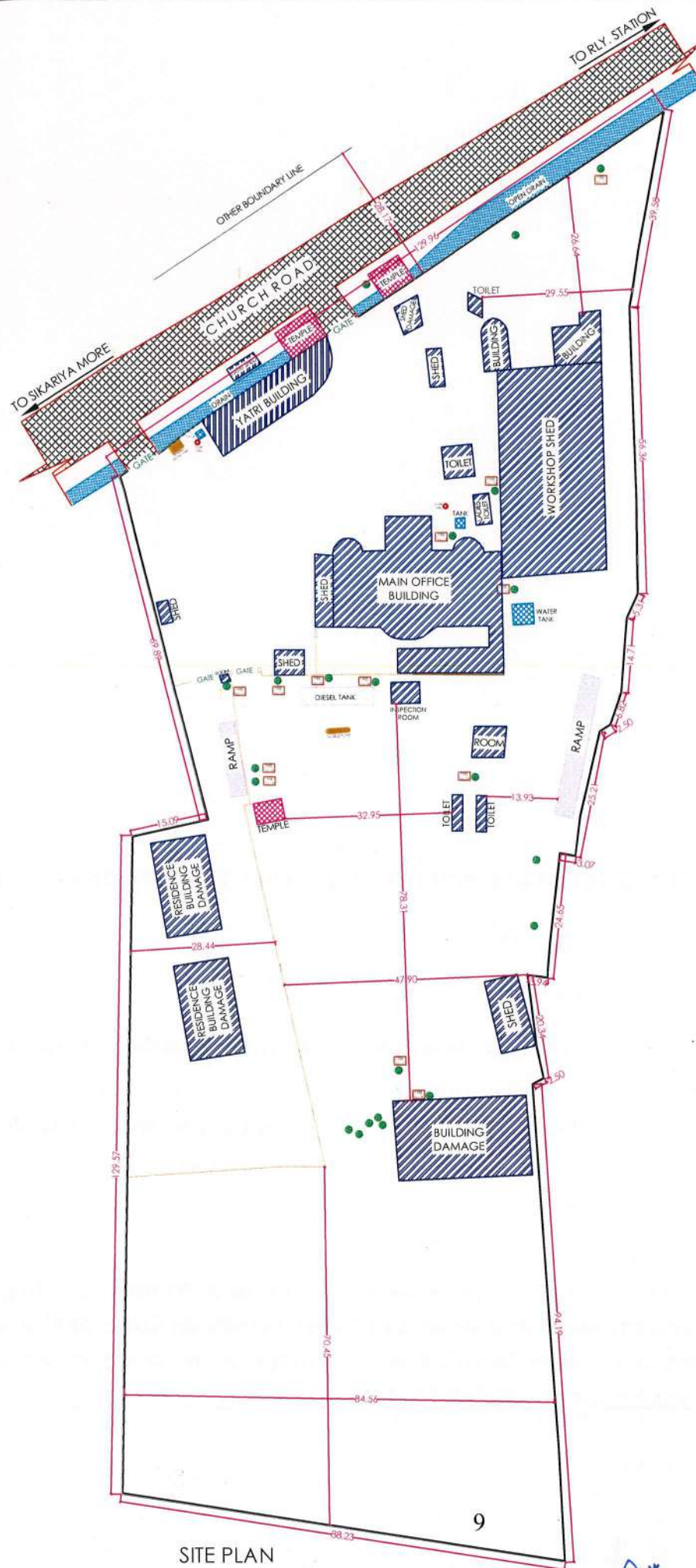
This deed of Agreement made onbetween **Bihar State Building Construction Corporation Ltd.** (hereinafter called Client) and carrying on business as CONSULTING ARCHITECTS AND ENGINEERS under and style (hereinafter called Consultant-Architect) of the second part which expression shall, unless repugnant 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- Preparation of Model Drawings (modern concept with naturally ventilated structure) Construction of State of the Art (International Level)with all modern facilities Bus Terminal cum Depot Structure at Gayaji , Muzaffarpur , Bhagalpur and Rajgir (Nalanda).**

(Hereinafter called the "SAID WORK")

ANNEXURE-B

TOPOGRAPHICAL SURVEY DRAWING OF GOVERNMENT BUS STAND CAMPUS AT - GAYA (BIHAR)



SITE PLAN

TREE DETAIL'S													
TREE NO.	TREE NAME	TREE DIA.(M)	TREE HT.(M)	TREE NO.	TREE NAME	TREE DIA.(M)	TREE HT.(M)	TREE NO.	TREE NAME	TREE DIA.(M)	TREE HT.(M)	TREE NO.	TREE NAME
1	JANGLI	2.00	5.00	8	JANGLI	0.50	2.00	1	JANGLI	2.00	5.00	8	JANGLI
2	BARGAD	0.75	3.00	9	BARGAD	2.00	5.00	9	JANGLI	3.00	5.00	9	JANGLI
3	NEEM	1.50	5.00	10	JANGLI	3.00	5.00	10	JANGLI	1.00	5.00	10	JANGLI
4	BEL	0.50	2.00	11	JANGLI	1.00	5.00	11	PIPAL	4.00	8.00	11	PIPAL
5	SHESHAM	1.00	5.00	12	PIPAL	1.00	5.00	12	GULAR	1.00	5.00	12	GULAR
6	BARGAD	3.00	5.00	13	GULAR	1.00	5.00	13	GULAR	1.00	5.00	13	GULAR
7	BARGAD	2.00	5.00	14	GULAR	1.00	5.00	14	GULAR	1.00	5.00	14	GULAR

LEGEND:-		
S.NO.	DESCRIPTION	SYMBOL
1	Boundary line	—
2	Road	—
3	Building	—
4	Drain	—
5	Electric pole	—
6	Tree	—
7	No Boundary Line	—
8	Internal Boundary Line	—
9	Septic Tank	—
10	Bore Well	—
11	Transformer	—

Client :- B.S.B.C.C.L., Gaya

Title :- TOPOGRAPHICAL SURVEY DRAWING OF GOVERNMENT BUS STAND CAMPUS AT - GAYA (BIHAR)

Note:-
1) NORTH IS TAKEN AS MAGNETIC NORTH.
2) All Dimension are in MeterTotal Campus Area
= 21245.73 Sq.m. / 5.24 Acre
Total Survey Area
= 23765.62 Sq.m. / 5.87 AcreNorth:- Survey By- Arbind
Scale - 1:800(A3) Developed By- Anshu maan

Date:- 03/12/2024 Checked By- Er.Vinay

DEVELOPED BY:-

**SHUBHAM CONSULTANTS**310, Ambition Sapphire
Bailey Road Khajpura Patna-14

e-mail:-vinay2k8@yahoo.com

Ph. No- 0612-2952455, 9431422455

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

1. FEES 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.
- 2.10 All Clauses including terms and conditions of the RFP / Technical Sheet will remain valid as per this agreement and will remain the part of this agreement.

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) 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.

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 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.
- (ii) 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 CD 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) **In case of repeat block on the campus, the fees payable shall be 35% for each repetition, whereas each repetition on the other site shall be 45 % of the fees as payable for the original block.**

C) The fee payable for consultant supervision as per para3C is included in 4.1 (A)

D) 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 of School Building, Hostel Building, Teachers Qtrs, Staff Qtrs etc : 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) and after Client's approval. | : | 20% (Twenty percent) of total Fees payable less paid. |
| 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. | | 20% |
| | 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.

6.3 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.

7. CLIENT'S RESPONSIBILITIES :

The following shall be the responsibilities of the client:

- 7.1 Provide detailed requirements of the project.
- 7.2 Furnish site details & reports on soil conditions and soil test as required by the Consultant-Architects; to be conducted by clients.
- 7.3 Pay the fees of the Consultant – Architects within four weeks of submission of bills.

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. EXCUTION 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.

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 :

10.4.2.1 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 competent authority/Admin department.

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 /Consulting firm 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. _____

()

Name, Address with signature

(First Party)

2. _____

()

Name, Address with signature

(Second Party)

Parties

1. _____

()

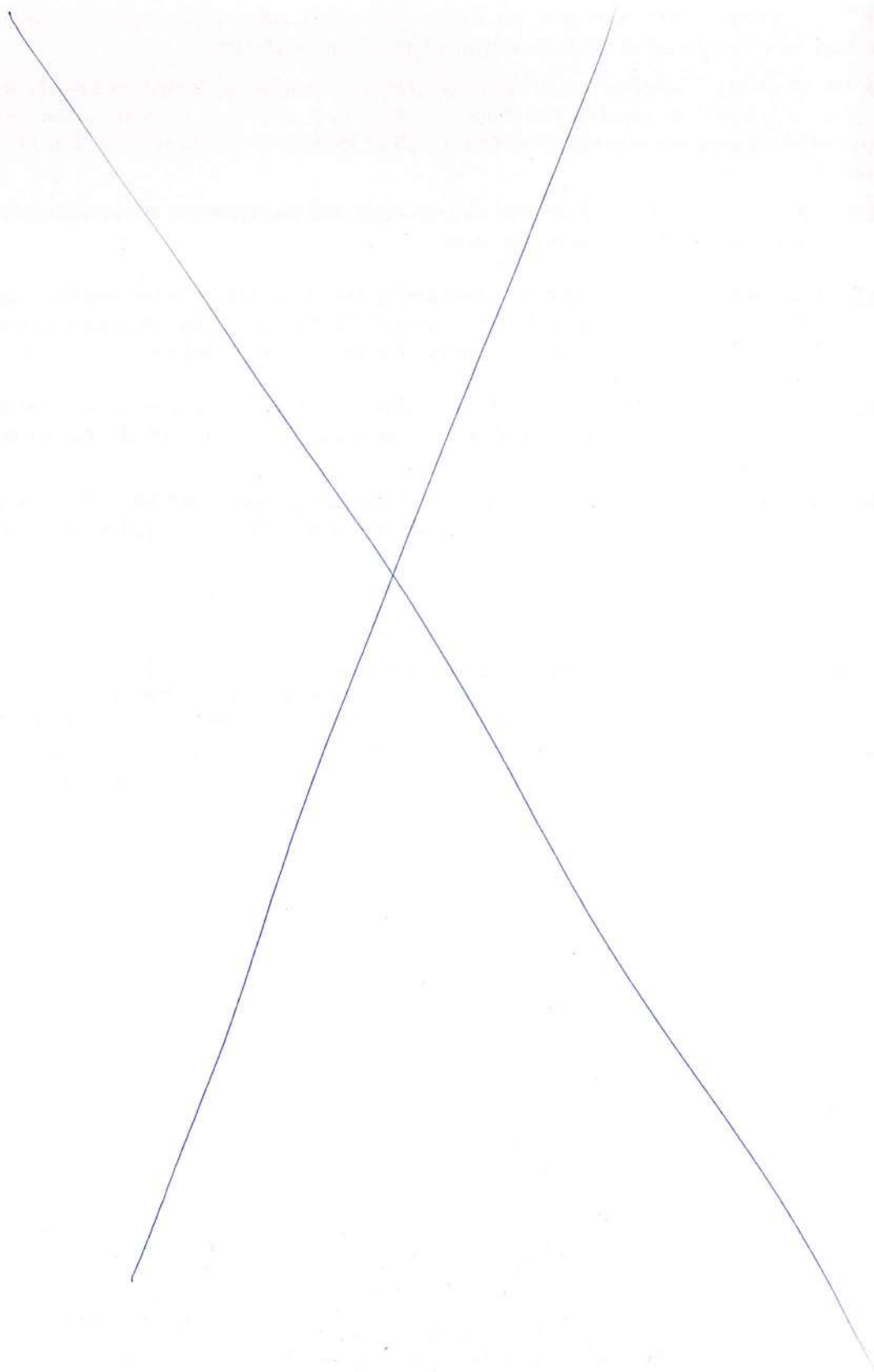
Name, Address with signature

(First Party)

2. _____

Name, Address with signature

(Second Party)
(Authorised Signatory)



BIHAR STATE BUILDING CONSTRUCTION CORPORATION LTD PATNA

WORK NAME:- E-RFP is invited for Comprehensive Architectural services under Selection of Consultant for Preparation of concept Drawings (modern concept with naturally ventilated structure) Construction of State of the Art (INTERNATIONAL LEVEL)with all modern facilities Bus Terminal cum Depot Structure at Gayaji , Muzaffarpur , Bhagalpur and Rajgir (Nalanda).

	Specific Requirement	Document Required	Status	Remarks
1	Cost of Bill of quantities B.O.Q.	Attched		
2	Must be a registered firm with valid Pan/ GST NO.	Self attested Copies		
3	Registration Paper (updated) with Council of Architecture ,Govt. of India	Self attested Copies		
4	Architect must have at least 10 years of experience in the Field of Architecture.	Self attested Copies		
5	Comprehensive Architectural services for Completed Projects Such as Bus Terminal cum Bus Depot or Bus Terminal of project of not less than One project of ₹ 20.0 Crore / Two Projects of ₹ 12.0 Crore each or Three projects of ₹ 9.0 Crore . All work must have been completed within the last five years .	Self attested Copies		
6	Minimum Annual turnover of ₹ 35 lakh. from professional fees in any one year of last Three years . (i.e. F.Y. 2021-22 , 2023-24 and 2024-25)	Self attested Copies		
7	An affidavit should be submitted that "the firm has not been black listed/Debar by any statutory organization /public sector companies /state Government.	Attached		
8	The Proposal may be organized in horizontal or vertical format to best represent the concept approach. Supplementary drawings, sketches, other information to be provided in A3 size Coloured Drawings. {A1 size (594 x 841) in 6 No's of sheets depicting(at the time of Opening of Technical Bid)}:-	Attached		

X

X

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