



बिहार सरकार

बिहार राज्य भवन निर्माण निगम लि०, पटना  
(बिहार सरकार का उपक्रम)

E-RFP INVITING NOTICE NO. - 06(Cons.)/2020-21

- 1- OFFICER INVITING BIDS : CHIEF GENERAL MANAGER , Bihar State Building Construction Corporation Ltd. Patna.
- 2- PERIOD AND PLACE OF SALE OF BID DOCUMENT  
LAST DATE AND TIME : DATE 28.08.2020 to 18.09.2020 up to 03.00 PM
- 3- TIME, DATE AND PLACE OF PRE-BID MEETING  
(Virtual Online) : DATE 02.09.2020 , TIME 03.00 PM  
PLACE: Bihar State Building Construction Corporation Ltd., Patna
- 4- LAST DATE AND TIME FOR  
SUBMISSION OF BID. : DATE 19.09.2020 up to 3.00 PM
- 5- PLACE OF SALES/RECEIPT OF Bid Documents : Only on website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
- 6- TIME AND DATE OF OPENING  
TECHNICAL BIDS : DATE 20.09.2020 Time: 15.00 Hour / (03.00 PM).
- 7- TIME AND DATE OF OPENING  
FINANCIAL BIDS : After disposal of Technical bid by Competent Authority
- 8- LAST DATE OF BID VALIDITY : 120 days from Last date of Bid submission
- 9- Following work:-

Sl. No.	Dist	Name of the work	Consultant Fee for Preparation of DPR	Cost of Bid document (In Rs.)	Bid Processing Fee	Time of completion of work	Name Of PIU
1	Patna	<p>RFP-DPR, तैयार करने हेतु परामर्शी के चयनार्थ स्मार्ट सिटी मिशन परियोजना के तहत "Redevelopment of Railway Station Area" अंतर्गत जी०पी०ओ० (General Post Office) के पूरब दिशा में स्थित कोने (Corner) में अवस्थित 3.38 एकड़ खाली भूमि पर Multi model Hub (B+G+5) Building बनाने का प्रस्ताव पटना स्मार्ट सिटी लि० द्वारा उपलब्ध करवाया गया है।</p> <ul style="list-style-type: none"><li>● Multi model Hub यातायात के विभिन्न स्रोतों को जोड़ने वाला एक प्रमुख केन्द्र है। जहाँ सिटी बस, ऑटो, टैक्सी एवं प्राइवेट कार पार्किंग आदि की व्यवस्था का प्रावधान किया जाना है।</li><li>● Multi model Hub के परिसर में ही पटना रेलवे स्टेशन को भूमिगत मार्ग (Subway) से भी जोड़ा जाना है। इस हेतु मास्टरप्लान के अनुरूप जोड़ने के लिए प्लान में दर्शाया है।</li><li>● इस Hub में E-vehicle के चार्जिंग स्टेशन का भी प्रावधान करना आवश्यक है।</li><li>● Multi model Hub भवन (B+G+5) के (i) Basement में 3500 Smt Area Car Parking के लिए। (ii) भूतल (Ground Floor) पर 5,460 Sqm Area Bus Bay, Bus Operation Counter, Arrival &amp; Departure Lobby, Passenger Amenities का प्रावधान किया जाना है। (iii) प्रथम तल (First Floor) पर 3,500 Sqm Area में Taxies एवं Auto के पार्किंग के लिए प्रावधानित है। (iv) द्वितीय तल (Second Floor) पर 5,460 Area में CAR पार्किंग, ड्राइवर का Waiting Area, Food Counter &amp; Support Shops (Passenger Amenities) का प्रावधान किया जाना है। (v) तृतीय से पांचवे तल 13,680 Sqm Area Institutional/Parking Area का प्रावधान किया जाना है। (vi) E-vehicle Charging Station (1,700 Sqm Approx.) (vii) Subway Connecting Railway Station Area (300 MT)</li><li>● इस कार्य को QCBS (Quality Cum Cost Based Services) के प्रावधानों के अनुसार किया जाना है। इसके Concept Plan एवं वित्तीय बीड आधारित मूल्यांकन जो 70:30 के अनुपात के आधार पर पर खुली प्रतियोगिता के माध्यम से तकनीकी बीड के मूल्यांकन में 70% या उससे अधिक प्राप्तांक वाले परामर्शी के वित्तीय बीड के आधार पर परामर्शी का चयन किया जाएगा।</li><li>● परामर्शी द्वारा Lump-Sum Basis के अनुसार ही वित्तीय बीड दर को Quote करना होगा। यह दर GST सहित/सभी कर सहित होगा। अलग से कोई भी दर देय नहीं होगा।</li></ul>	As per offer	₹5,000.00	₹1180.00	04 (Four) Months	Patna,

- 10- Registration certificate from Council of Architecture of Principal / Partner / Director and also of other Architects in the firm.
- 11- Evaluation of technical details of the firm to base on eligibility criteria.
- 12- Evaluation of technical documents shall be done by the evaluation committee. Bidder found responsive in technical bid shall be invited to make presentation in before jury member. Financial proposal of the successful Bidder shall be opened in presence of the bidder/their representative.
- 13- Details regarding e-RFP can be procured from Help-Desk, 1<sup>st</sup> floor, Plot no. M/22, road no. 25. Sri Krishna Nagar, Bank of India Compound, Patna 800001. Ph. no. 9939035696, 06122523006. E-tendering invitation notice can be seen from [www.prdbihar.gov.in](http://www.prdbihar.gov.in) also.
- 14- Interested bidders should have to get registered with **E-Procurement**, details of which are available on the website. Bidders need to procure DSC (Digital Signature certificate). Bidders can participate in the E-tendering process with user id, password, DSC and internet connection.
- 15- The bidders need to upload the technical documents pertaining to the firm on the website. The date and time of opening of RFP or any correction in the regard will be published on the website [www.bsbcccl.bih.nic.in](http://www.bsbcccl.bih.nic.in).
- 16- The RFP documents fee (Non-refundable) should be in form of bank draft drawn on any nationalized bank in favour of DGM BSBCCCL , Patna (PIU) payable at Patna, and submitted in original in the office of **DGM BSBCCCL, Patna (PIU), G.M.(SOUTH) BSBCCCL, Patna , C.G.M. BSBCCCL, Patna** before the date and time of opening of Technical bid..
- 17- The RFP shall pay the Bid processing Fee including GST through Internet Payment Gateway (Credit / Debit Cards) or Internet Banking or NEFT / RTGS Challan to be credited to Bid processing Fee Account of BSEDC prior to the last date & time of down loading the tender document. It is mandatory failing which the tender shall not be considered.
- 18- RFP is available on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) in the view format. The RFP Document Fee in Demand Draft (**original is mandatory**) to be submitted in the office of **DGM BSBCCCL, Patna (PIU), G.M.(South), BSBCCCL, PATNA., C.G.M. BSBCCCL, PATNA** before the date and time of opening of Technical bid.
- 19- **BSBCCCL** reserves the right to cancel all the tenders without any information.
- 20- For any additional information bidder may contact to Sr. Architect, BSBCCCL, Mobile No-9534600010 Patna AND Tender related issues may contact to dgm (gaya), Mobile no-9264493032

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Chief General Manager  
Bihar State Building Construction  
Corporation Ltd. Patna

Memo: - 1625

Date: - 18/08/2020

Copy: - Director, Information and Public relations Department, Patna. For e-Advertisement by publications in Newspaper.



Chief General Manager  
Bihar State Building Construction  
Corporation Ltd. Patna

# REQUEST FOR PROPOSAL (RFP)

## **SELECTION OF CONSULTANT**

For Preparation of DPR for

Proposed Building of multi model hub, (Part of Redevelopment of Patna railway station) under Patna Smart City Ltd(PSCL)



### **Bihar State Building Construction Corporation Ltd**

Hospital Road, Shastri Nagar, Patna, Pin-800001

Email: [gmconsult.bsbcccl@gmail.com](mailto:gmconsult.bsbcccl@gmail.com)

For Update: -[www.bsbcccl.bih.nic.in/](http://www.bsbcccl.bih.nic.in/)



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- 1.0 Bihar State Building Construction Corporation Ltd., Patna (BSBCCL) proposes to promote a single stage design competition and invites Architects/ Architectural firms of National /International repute for the preparation of the DPR (Detailed Project Report) Proposed Building of **MULTI MODEL HUB**, (Part of Redevelopment of Patna railway station) under Patna Smart City Ltd (PSCL). **Online Apply Through (all Technical and Financial Documents) EPROC website, Govt. of Bihar).Hardcopies of all drawings to be submitted in bsbccl office at the time Opening of Technical bid. Interested Consultants firms has to be Registered himself in EPROC, 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 Projects).**
- 3.1.1 Should have provided comprehensive Architectural services for **Completed Projects Such as Campus Planning / Similar type of (Building)Projects** of not less than **One project of 170.0 Crore /Two Projects of ₹ 130.0 Crore each or Three projects of ₹ 85.0 Crore each & Minimum experience in profession of 10 Years.**
- 3.2 Financial Capabilities: - Minimum Annual turnover of **₹ 1.0 Crore.** from 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 **Online Apply through E-PROC website:-**
- (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 in **format attached.**
  - (viii) Duly filled-up format F1/F2.
- 4.0 **Selection Process:**
- (i) Publication of Request for Proposal and request for design proposal.
  - (ii) Evaluation of technical details of the firm to 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.

**(I) Evaluation of Technical proposal–**

Summary of Evaluation Sheet			
S. No.	Criteria	Marks	Evaluation
A.1	Proposed Building of <b>MULTI MODEL HUB</b> , (Part of Redevelopment of Patna railway station) under Patna Smart City Ltd (PSCL).	50	For (As per Clause No-3.1.1) <b>40 marks</b> and Experience count should be completed projects in last 5 years.
			For (As per Clause No-3.1.1) <b>10 marks</b> , 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 <b>Concept Design</b> .
A3	Presentation	20	Each invited application (who qualifies initial eligibility criteria) shall be required for <b>presentation</b> .

**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
<b>Total</b>		<b>30</b>

(iv) Opening of financial bid of shortlisted firm as above (iii) and selection of firm.

(v) Final selection of consultant and award of work shall be based on **negotiation with the selected firm**.

**II) Evaluation of Financial Proposal**

(a) In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (FS).

(b) The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the

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agency. The lowest Financial Proposal (FM) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times FM/F \quad (F = \text{amount of Financial Proposal})$$

**(c) Final Evaluation**

- (i) Proposals will finally be ranked according to their combined technical scores (TS) and financial scores (FS) as follows:

$$S = TS \times Tw + FS \times Fw$$

Where S is the combined score, and Tw and Fw are weightages assigned to Technical Proposal its Presentation and Financial Proposal 70:30.

- (ii) **The Consultant who will obtain 70% and above marks as mention in Para C(i) will be qualified & enlisted and work will be allotted to whom that have quoted lowest financial Bid. For details see resolution letter no -845 ,dated 01.11.2018 of Building Construction Corporation ,Govt. Of Bihar attached with this RFP.**
- (iii) Final selection of consultant and award of work shall be based on negotiation with the selected firm and only after failure of negotiation; offer of the next best design shall be called for fee negotiation. The BSBCCL also reserves the right to select one more Consultant keeping in view the Quantum of projects.

**5.0 Submittals for the design competition shall be through E-PROC website.**

**5.1 The proposal shall be submitted through E-PROC website as per following details.**

**5.1.1 It shall consist of A1 size (594 x 841) in 6 No's of sheets depicting(Submit all with tender opening day 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 all tender 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 It shall consist of financial proposal which shall be Absolute cost in Attached format. (through E-PROC website)**

**5.2 "Technical Bid" shall be submitted through E-PROC .**

**5.3 3D (perspective) View at the time of submission of proposal (at the time of opening of Technical bid) and selected consultant (selected consultant means – Agreement with BSBCCL) should submit Physical model in suitable scale after approval of proposal(To concern with Bsbcccl Official).**

**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 (BSBCCL)

- 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 BSBCCL.
- 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.  
(Through E-PROC)

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

**6.4 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) & 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(Internal & external ), Firefighting system / HVAC / interior design (if applicable) / furnishing/provisions of **Rain water harvesting/** 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 to concern Bsbcccl official)**

**6.5 MODE OF PAYMENT**

		<u>Fees due, percentage of fees in Para 4.1</u>
6.5.1	On completion of Sketch Stage	: 10% (Ten percent) of total Fees payable.
6.5.2	On Completion of Final preliminary Drawings	: 15% (Fifteen percent) of total Fees payable less paid.
6.5.3	On completion of Statutory Drawings stage and after Client's approval.	: 20% (Twenty percent) of total Fees payable less paid.
6.5.4	On completion of Tender drawings stage	: 30% (Thirty percent) of total Fees payable less paid.
6.5.5	On completion of Detailed Estimates of Cost	: 40% (Forty percent) of total Fees payable less paid.

6.5.6 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%
- 6.5.7 Balance 20% would be released after 3 months of virtual Completion & submission of 'as built' drgs. : 20%
- Total : 100%

**6.6 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.

**6.7** 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.

**6.8** BSBCCL reserves the right to verify the performance of the Architect / firm and to call for any further information.

**6.9** 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 BSBCCL.

**6.10** 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.

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- 6.11 BSBCCL shall not be responsible for any postal delay.
- 6.12 BSBCCL 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.
- 6.13 Selected firm from outside Bihar shall be required to have local office at Patna or, have **Resident Architect /Structural Engineer (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.
- 6.14 Selected Architect / firm shall carry out the assigned job after executing the agreement with BSBCCL.
- 6.15 Short listed firms shall be asked for a presentation of their past works and approach to the project at Patna their own cost.
- 6.16 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 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 ,Ssbcccl) and For Any update follow our web site [www.bsbcccl.bih.nic.in/](http://www.bsbcccl.bih.nic.in/)
- 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.)**

  
**Chief General Manager  
BSBCCL, Patna**

**Format for Eligibility Criteria to be filled by applicant & annexed with supporting documents.**

**Form – F1**

Name of Firm & address	Type of firm	Year of establishment	Name of Principal & his Deign. With COA	Annual turnover in last three yrs.	No. of technical staff	Detail of equipment's & S/W	Sub-Consultants for specialised services	Any other information

(Authorised Signatory of Applicant)

*for* *to*

**Form - F2**

Name of Firm & address	Name of qualifying project (S) as/3.0	Area of cost	Year of completion	Brief detail of project	Any other information

(Authorised Signatory of Applicant)

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Proposed site plan of construction Building of **MULTI MODEL HUB**,  
(Part of Redevelopment of Patna railway station) under Patna Smart City Ltd (PSCL)

### PROPOSED DEVELOPMENT PLAN



### Site plan

#### Note:-

- \*All Requirements Should Be Follow as published in newspaper or Available in E-proc web site [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
- \* Requirements will slightly may change as per Site Conditions.
- \* Visit the site once for before submit the proposal (Mandatory) and Submit the site visit report along with the proposal
- \* for site Visit contact DGM,Patna (Mr Ashutosh Kumar) Mobile No.- 8709854295

**AGREEMENT BETWEEN BIHAR STATE BUILDING CONSTRUCTION COPORATION LTD.**

**AND**

**M/S .....**

This deed of Agreement made on ..... between **Bihar State Building Construction Corporation Ltd.** (hereinafter called Client) and **M/s.....** 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- Proposed Building of MULTI MODEL HUB, (Part of Redevelopment of Patna railway station) under Patna Smart City Ltd (PSCL).** (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. 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.

**3. SCHEDULE OF SERVICES**

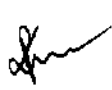
**A preparation of layout plan and concept plans**

- 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.



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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.
- (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 one-time fee mentioned in financial bid for all services mentioned in items "SCOPE OF WORK" shall be **Rs...../- (Rupees ..... only) 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.

5. MODE OF PAYMENT	<u>Fees due, percentage of fees in Para 4.1</u>
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:

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*H*

*L*



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.

6.2 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.

## 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.

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## 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 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**

**Parties**

1. -----  
( )

1.-----  
( )  
( First Party )

2.-----  
( )

2.-----  
(Second Party  
(Authorised Signatory )

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*L*