



BIHAR STATE POWER
TRANSMISSION COMPANY
LIMITED, PATNA

EOI cum RFP for
Empanelment of
Consultant
For Comprehensive
Architectural Services

April 2016

Bihar State Power Transmission Company Limited

A subsidiary company of Bihar State Power (Holding) Company Ltd. Patna

CIN- U40102BR2012SGC018889

{SAVE ENERGY FOR BENEFIT OF SELF AND NATION}

Head Office, Vidyut Bhawan, Bailey Road, Patna-800021

Email address- cecivilbsptcl@gmail.com

Website- www.bsptcl.in

Table of Contents
DISCLAIMER

1. Eligibility, Selection Process and Timeline.....	6
1.1 ELIGIBILITY CRITERIA:	6
1.2 BROAD SCOPE OF SERVICES	7
1.3 REQUEST FOR PROPOSAL.....	7
1.4 BID SCHEDULE & VENUE.....	7
1.5 SUBMISSION FORMAT	8
1.6 COMPONENTS OF RFP DOCUMENT	9
1.7 DOCUMENT FEE	9
1.8 PERFORMANCE GUARANTEE	9
1.9 EVALUATION OF TECHNICAL BID AND CLARIFICATIONS.....	9
1.10 PERIOD OF EMPANELMENT.....	10
1.11 VALIDITY OF PROPOSAL	10
1.12 AWARD OF WORK.....	10
2. Instructions, Scope and Deliverables.....	11
2.1 BIDDING PROCESS	11
2.2 DETAILS OF RFP DOCUMENT	11
2.3 SCOPE OF SERVICES	12
2.4 PROFESSIONAL FEES PAYABLE	14
2.5 PAYMENT SCHEDULE.....	15
2.6 TIME SCHEDULE.....	15
2.7 MODIFICATION	16
2.8 AGREEMENT	16
2.9 PREPARATION OF PROPOSAL.....	16
2.10 OPENING OF PROPOSAL.....	16
2.11 SUBMISSION FORMS	17
ANNEXURE – I DETAILS OF FORMS	18
LETTER OF SUBMISSION OF PROPOSAL.....	18
ORGANISATION STRUCTURE OF THE CONSULTANT / CREDENTIALS	20
DETAILS OF SIMILAR CONSULTANCY SERVICES / WORKS COMPLETED DURING THE LAST FIVE YEARS	21
DETAILS OF SIMILAR CONSULTANCY WORKS INPROGRESS / AWARDED DURING THE LAST FIVE YEARS	22

<i>FIRMS ANNUAL FINANCIAL TURNOVER</i>	24
<i>DETAILS OF IN HOUSE KEY PERSONNEL OF THE CONSULTANT</i>	25
<i>FIRM'S REFERENCES</i>	26
ANNEXURE – II FINANCIAL PROPOSAL SUBMISSION FORM	27
ANNEXURE – III DRAFT CONSULTANCY AGREEMENT FOR COMPREHENSIVE ARCHITECTURAL SERVICES	28
ANNEXURE IV - GENERAL CONDITIONS OF CONTRACT	31
1. <i>GENERAL PROVISIONS</i>	31
2. <i>COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT</i>	34
3. <i>OBLIGATIONS OF THE CONSULTANT</i>	40
4. <i>CONSULTANT'S PERSONNEL</i>	43
5. <i>OBLIGATIONS OF THE AUTHORITY</i>	43
6. <i>PAYMENTS TO THE CONSULTANT</i>	44
7. <i>GOOD FAITH</i>	46
8. <i>SETTLEMENT OF DISPUTES</i>	46

DISCLAIMER

The information contained in this Expression of Interest cum Request for Proposal document (the “EOI cum RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the BSPTCL or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.

This EOI cum RFP is not an agreement and is neither an offer nor invitation by the BSPTCL to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this EOI cum RFP (the “**Application**”). This EOI cum RFP includes statements, which reflect various assumptions and assessments arrived at by the BSPTCL in relation to the Project/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI cum RFP may not be appropriate for all persons, and it is not possible for the BSPTCL, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this EOI cum RFP. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI cum RFP and obtain independent advice from appropriate sources.

Information provided in this EOI cum RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BSPTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BSPTCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement of information contained therein or deemed to form part of this EOI cum RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

The BSPTCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the

statements contained in this EOI cum RFP

The BSPTCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI cum RFP.

The issue of this RFQ does not imply that the BSPTCL is bound to select and shortlist Applications and the BSPTCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSPTCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the BSPTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the bidding Process.

1. Eligibility, Selection Process and Timeline

Bihar State Power Transmission Company Limited, Patna (hereinafter Referred to as “BSPTCL”) proposes to take-up civil construction projects of infrastructure and facilities, and are desirous of engaging leading Architectural / Design consultant / Firm for providing Comprehensive Architectural services including planning, interior design, structural designs, Township, Control Room Building, Residential & non-Residential Building, electrical, HAVC, Sanitary, Fire safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features etc. The services includes providing detailed drawing designs and specifications with tender documents & Bill of Quantities for all works involved in the planning, designing and construction of buildings, multi storied complexes, office area, similar buildings and landscaping etc. including design supervision at regular intervals by the lead architect.

The applicant Architectural Consultant firm should have proven track of providing Architectural and Design Consultancy services with the following eligibility criteria which shall form essential attributes for evaluation purpose.

1.1 ELIGIBILITY CRITERIA:

1. The Architectural should have been in the field of Architectural consultancy for a minimum period of 10 years.
2. The Architectural / Design consultant / firms any one annual financial turn over (Gross) of more than Rs. 2 Crores by way of professional receipts/ certified by CA during the last three financial years ending 31st March' 2015.
3. The Architectural / Design consultant / Firm should have successfully completed providing Comprehensive Architectural Services in a single Work order as a prime consultant for civil construction/town planning/infrastructure and facilities for Central Gov./ State Gov. / Central or State Gov. Undertaking/State or Central PSU/Institutional building as per following criterion;
 - i. One project of value not less than Rs. 25 Crores, OR
 - ii. Two projects of Value not less that Rs. 15 Crores each, OR
 - iii. Three projects of Value not less than Rs. 10 Crores each.

4. A Registration of Principal/Partner/Director with council of Architecture (COA) is mandatory.

1.2 BROAD SCOPE OF SERVICES

The broad scope of services under this contract shall be the site selection and survey, preparation of conceptual plans for selection of options by the client, detailed architectural plans and elevations, all Structural Designs which should be vetted by IIT/NIT, Electrical, HVAC, indoor and outdoor lighting, plumbing, Sanitary, Fire safety system, Communication system, LAN, Access control, Security system, power backup and Green features, Landscape etc., includes providing detailed designs and specifications with Bill of Quantities, preparation of tender, tender drawings for the works on item rate basis, for all works involved in the construction of the Project. Preparation of drawings for construction, modification of drawings, if required during the construction and assist BSPTCL in execution of the project along with site supervision by architect at least once in a month and as when required.

BSPTCL expects the consultants to illustrate the interest and commitment to utilize the best construction practices, materials, techniques in order to promote fast, efficient, economical and sound completion of the works. The detailed scopes of services to be rendered under this contract are as given in the section 2.3 Scope of Services.

1.3 REQUEST FOR PROPOSAL

The firm's having proven track of providing the above services are invited to submit their **RFP for prequalification and financial proposals** for the above consultancy services. The selection will be through a competitive bidding which will be single submission and have **two stages of selection process viz., pre-qualification/Technical proposal evaluation and financial proposal evaluation.**

1.4 BID SCHEDULE & VENUE

S. No.	Activity	Scheduled Date & Time
1.	Date of commencement of Bid	From date of issue of NIT

2.	Place for obtaining Bid Document	Can be obtained from the office of Chief Engineer (Civil), BSPTCL or downloaded from http://www.bsptcl.in
3.	Project Briefing Meeting	21.04.2016 at 3.00 PM
4.	Date and Time for Submission of Bid	02.05.2016 at 3.00 PM
5.	Address for submission of Bid Documents	Chief Engineer(Civil), Bihar State Power Transmission Company Limited, Patna, 4 th Floor, Vidyut Bhawan, Patna – 800001
6.	Venue of Opening of Technical Bid	Bihar State Power Transmission Company Limited, Patna, 4 th Floor, Vidyut Bhawan, Patna –
7.	Date & time of Opening of technical Bid	02.05.2016 at 3.30 PM

1.5 SUBMISSION FORMAT

The Bidding Process shall be in two parts, viz.

Part- I: Technical Bid

Part- II: Financial Bid

Technical & Financial Bids are to be submitted on same date and time. The Technical bid and financial bid will be sealed in different envelopes super scribing “**TECHNICAL BID**” AND “**FINANCIAL BID**” respectively. Both the bids will be sealed in a bigger envelope and super scribed as “**EOI cum RFP for Empanelment of Consultant for Comprehensive Architectural Services**”

The bidder should take care in submitting the bid properly filed so that enclosed papers are hard bound. The bid document should be properly numbered and signed on each page by the authorised signatory of the company under company seal and submitted in proper manner.

1.6 COMPONENTS OF RFP DOCUMENT

1. Eligibility, Selection Process and Timeline
2. Instructions, Scope and Deliverables

ANNEXURE – I is the format for Technical Bid – Submission Forms

ANNEXURE – II is the format for Financial Bid.

ANNEXURE – III is the format of Agreement to be signed between BSPTCL and the engaged firm.

ANNEXURE – IV is the General Conditions of Contract

Bids with all the relative annexure and the detailed proposal of the bidders solicited herewith in this document should be submitted to the address mentioned above by the date of Submission of Bid as per Clause 1.4: Bid Schedule & Venue.

To ensure uniformity at the time of evaluation and finalization of offers, the bidders are requested to *follow the format & procedure* indicated in the Annexure.

1.7 DOCUMENT FEE

The bidding document can be obtained from the office of Chief Engineer (Civil) by paying a non- refundable Document Fee of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft in favour of “Sr. Manager (F&A), BSPTCL” payable at Patna. In case of bidders downloading the document from the website, the above mentioned document fee is to be submitted along with the Bid.

1.8 PERFORMANCE GUARANTEE

The shortlisted consultants shall have to submit a Performance Security of amount Rs. 1, 00,000 /- (Rupees One Lac Only) either in the form Demand Draft or in the form of Bank Guarantee in favour of “Sr. Manager (F & A), BSPTCL payable at Patna. The performance security shall have to remain valid for a period of Empanelment i.e. three years from the date of short listing (The consultants shall ensure validity of Performance Security through extension/afresh submission of Demand Draft or by extension of Bank Guarantee validity).

1.9 EVALUATION OF TECHNICAL BID AND CLARIFICATIONS

The Technical bids will be examined by the Evaluation Team as decided by BSPTCL which may call for clarifications/ additional information from the

bidders which must be furnished to the Evaluation Team within the time stipulated.

1.10 PERIOD OF EMPANELMENT

The empanelment of the consultants will be for a period of 3 years from the date of notification of empanelment. However, BSPTCL reserves the rights to cancel the engage of any or all the consultant/s and request afresh proposals for empanelment at any time. The BSPTCL also reserves the right to extend the period of empanelment of consultants for a further period of three years, one year each at a time, depending on the requirement and performance of the consultant. The decision of BSPTCL in this regard would be final.

1.11 VALIDITY OF PROPOSAL

Financial Bid of the bidders who have been short-listed by the BSPTCL (qualified in the technical evaluation) will only be opened. The price/rate quoted in Financial Bid should be exclusive of Service Tax as applicable from time to time but inclusive of all other charges, transportation charges, documentations and any other charges etc. The financial quotes as agreed upon by the consultants should be valid for the period of empanelment from the last date of submission of bid. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.

1.12 AWARD OF WORK

The work shall be awarded to the technically qualified Bidders shortlisted by BSPTCL at the rates/price as decided by BSPTCL based on the lowest rate quoted by the bidders and subsequent negotiations required, if any, in accordance with the terms and conditions of this document.

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.

2. Instructions, Scope and Deliverables

2.1 BIDDING PROCESS

1. The Proposal is being invited in Single Stage Double Envelope Process.
The technical details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP document should be submitted.
2. Any incomplete or ambiguous terms/conditions/quotes will tend to disqualify the offer.
3. BSPTCL reserves the right to accept / reject any or all Proposal/s without assigning any reasons therefore.
4. Any new set of terms and conditions from the bidders is not acceptable to BSPTCL.
5. BSPTCL reserves the right to stop/annul the process at any stage and go in for fresh bidding without assigning any reasons thereof.
6. BSPTCL may, in its absolute discretion, seek additional information or material from any applicant after the Bidding closes and all such information and material provided shall be taken to form part of that Applicant's proposal.
7. Applicants should provide details of their Fax, email and full address(s) to ensure that replies to Bids could be conveyed promptly.
8. BSPTCL may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the bidding closes to improve or clarify any response.

2.2 DETAILS OF RFP DOCUMENT

1. Please read the terms & conditions laid down in this document carefully.
2. Please fill in the relevant information appropriately in the blanks provided.
3. Please sign in full by the Authorised Signatory (ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.
4. Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
5. No advance copy of bid through Email/Fax or in any other form should be disclosed to any of the employee/consultant of BSPTCL.
6. No consideration will be given to bids received after the time stipulated above. Any extension of time shall be sole discretion of BSPTCL.
7. Canvassing/Cartel in connection with bidding process is strictly prohibited

and bids submitted by bidders who resort to canvassing are liable to be rejected.

8. The Firm should not have been black listed by any Agency / Govt. Bodies / PSUs etc.

2.3 SCOPE OF SERVICES

1. Site evaluation, soil investigation & testing and topographical survey by a third party, analysis and impact of existing and / or proposed development on its immediate environs.
2. Preparation of design , site development , Master plan Architectural plans, Elevations, Sections etc., with details of area analysis, Building geometry etc. wherever solicited
3. Preparation of all drawings good for construction for structural designs which is vetted by IIT/NIT, HVAC, electrical, elevators, internal and external works i.e., electrical, water supply, Sanitary works, drinking water, sewerage design, Telecommunications, Networking, Graphic signage's, fire fighting arrangements, security systems & other mechanical systems, parking etc., and all related civil works including technical specifications of work.
4. Preparation of preliminary drawings using Auto CAD for various floors, toilets, staircases, elevators, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Plumbing / Electrical layout indicating internal and external lines, transformer, fire safety detection & fire fighting system, UPS and location of channels for electric cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant NBC / local Bye laws.
5. Preparation of detailed layout and architectural drawings sufficient to prepare tender documents consisting of floor plan to each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan including MCCB, MCB, ELCB, capacitors and earthing, plumbing and schematics, interior fit outs including details.
6. Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, electrification, fire fighting, fire detection and lifts, telephones, PABX, LAN, Networking, public address system and other specialized services etc. as per the requirements of the Project, suitable for construction and release to site.

7. Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for sewage, rain water harvesting, water supply intakes, arrangements, roads, street lighting, telephone system, electrical transformer and other related schemes, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from BSPTCL
8. Preparation of landscape architecture, interior architecture, architectural conservation, graphic design and signage's etc.
9. Preparation of detailed specifications, tender documents, bill of quantities & rate analysis.
10. Preparation of Tender drawings, Technical specifications, vendors / manufactures for materials and equipment. Assistance to BSPTCL in providing clarifications to bidders, Pre bid meeting and specifying the construction contract.
11. The approvals of the BSPTCL are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc.
12. Ensure engaging the required key professionals for the services such as architectural, structural, electrical and mechanical systems, HVAC, Networking and LAN, Sanitary and Public Health system for the project designing and execution.
13. Consultant shall also attend the reviews, meetings, conferences pertaining to the project.
14. The buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent and which should be approved from reputed Govt. institutions. The provisions in various BIS Codes shall override the packages output.
15. Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighbourhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.

16. Prepare and issue of working drawings with all details for proper execution of the work. This shall include preparation of fabrication / shop drawings for select items as well as scrutiny / approval of shop drawings submitted by contractors for various services.
17. Site Supervision to review and ensure approved design compliance by the executing agency.
18. Revision of drawing details and specifications as and when required in due course of construction progress.
19. The consultant shall prepare and plan all design details, deliverables and plan the construction programme to complete the project.
20. The consultant shall attend all the review meetings conducted by BSPTCL from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc.
21. Preparation of the As-Built drawings for the construction

2.4 PROFESSIONAL FEES PAYABLE

- 2.4.1 The total Fee payable for all services mentioned in items 'SCOPE OF WORK' shall be agreement rate in % of the Project Cost.
- 2.4.2 Repeat Designs:
 - a) The Fee payable for Repeat Blocks (excluding original block) would be 35% (Thirty five percent) only of the Fee of the original block for each repetition at site /sites. Type plan for repetition of different building blocks shall be used to optimum extent unless a new plan is required as per site conditions.
 - b) In case of Repeat works at different sites where new structural Designs is required then the Fee would be 50% of the originals fee.
- 2.4.3 In addition, Service Tax applicable as per Govt. of India norms (at present 14.50%) would be payable on the Professional Fee payable.
- 2.4.4 Traveling expenses to the site including lodging / food etc. by the principal consultant/ sub-consultants is included in 2.4.1 above
- 2.4.5 All drawings and documents will be submitted in 6 (six) sets free of cost. Additional Copies would be supplied on actual cost.
- 2.4.6 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 showcase.

2.5 PAYMENT SCHEDULE

Payments to the consultant shall be made according to the following schedule for each task/deliverable of contract. Payment will be made when deliverables are submitted to the satisfaction of the Authority.

- 15 % of the fee- after approval of concept Plan & drawings
- 15 % of the fee- after approval of detailed estimate & tender documents.
- 40 % of the fee- submission and approval of all working drawings required to complete the scheme/project

The quantum payable against working drawings will be released in instalments 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 drawings and air-conditioning drawings- | 8 % |
| e) All drawings for Site Development and External services etc. | 8 % |

- 15 % of the fee- to be paid in three instalments of 5% each on the basis of utilization of budgeted cost of project
- 15 % of the fee- After 3 months of virtual Completion & submission of 'as built' drawings.

2.6 TIME SCHEDULE

		For Less than 15 Crore Project	For More than 15 Crore Project
(a)	Work Order / Agreement		
i)	Preliminary Project Report includes Concept Plan	15 days after (a)	3 weeks after (a)
ii)	Revised Concept Plan as / comments of client	15 days after client comment	3 weeks after client comment.
iii)	Statutory Approval as per requirement	07 days after (ii)	2 weeks after (ii)
iv)	Tender Drawing / documents / T.S. /BOQ	15 days after (ii)	3 weeks after (ii)
v)	Working Drawing	In Phases as required so that work processes 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.

2.7 MODIFICATION

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

2.8 AGREEMENT

The draft Agreement is enclosed with RFP and will be finalized and concluded with the shortlisted Consultants.

2.9 PREPARATION OF PROPOSAL

1. In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
2. The Proposals shall be submitted in original. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialled with date by the person or persons who sign(s) the Proposal.
3. An authorized representative of the Consultant shall put his seal and initial on each page of the Proposals. The representative's authorization is to be confirmed by a written power of attorney, accompanying the Proposal. If the Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietary.
4. Over-writing should be avoided. Correction, if any should be made by neatly crossing out, initialling, dating and rewriting.
5. The same must be deposited in the tender box at the submission address on or before the time and date stated specified in the RFP. Any Proposal received after the closing time for submission shall be rejected.

2.10 OPENING OF PROPOSAL

1. On the date and time specified for opening, first the outer envelope will be opened followed by opening of Technical Proposals in the presence of the Consultants or their authorized representatives who wish to participate. The same will be evaluated by BSPTCL for short listing of technically qualified consultants. The financial bids of only the technically qualified consultants shall be opened.

2. The subsequent date & time of openings of the financial bids will be intimated separately to the qualified consultants.

2.11 SUBMISSION FORMS

1. Letter of Submission of Proposals (Form –I)
2. Document fee in the form of Demand Draft
3. Firm Registration Details
4. Organization Structure of the Consultant / Firm (Form – II)
5. Details of similar Consultancy works completed in the last five years (Form –III) with firm's experience certificate from employer / client.
6. Details of Consultancy works on hand / in progress of similar nature of works Only (Form – IV)
7. Proof of Registration with the Council of Architecture, India
8. Firms Annual Financial Turnover (Form – V)
9. Details of in House Key Personnel of the Consultant (Form – VI (A))
10. Sub – Consultants and their experience, if any (Form- VI (B))
11. Photograph of completed projects

ANNEXURE – I DETAILS OF FORMS

LETTER OF SUBMISSION OF PROPOSAL

(On the Letter head of the Consultant)

From:

(Name and Address of Firm)

To:

Chief Engineer (Civil)

Bihar State Power Transmission Company Limited

4th Floor, Vidyut Bhawan, Bailey Road,

Patna – 800 001

Sub: - Submission of EOI cum RFP for Empanelment of Consultant for Comprehensive Architectural Services.

Sir,

Duly authorizing to represent and act on behalf of the sole applicant. I/We, the undersigned, having reviewed and fully understood of the RFP requirements and the information provided and in accordance with your RFP dated _____, I/We are submitting our proposal for empanelment of Consultant for Comprehensive Architectural Services. The proposal includes the Technical proposals and a Financial Proposals in sealed envelopes. I/We undertake that if the work is awarded, we will execute the majority of work from the office in Patna. The designs, drawings etc., will be done from our office at Patna.

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

The proposals are valid for a period of three years from the submission due date. If negotiations are held during this period I/We undertake to negotiate, is binding upon us and subject to the modifications resulting from contract negotiations.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and

understanding. I/We would be solely responsible for any errors or omissions in our Bid.

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

We remain,

Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of the Firm

Address, Telephone:

Please furnish the power of Attorney if applicable for signing the proposals (on a stamp paper of appropriate value.

ORGANISATION STRUCTURE OF THE CONSULTANT / CREDENTIALS

A. Firm Details:

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

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

Signature of Authorized Representative with Seal:

(Please furnish letter of authorization)

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

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

Note:

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

Signature of Authorized Representative with Seal

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

SI No	Name of Project	Name of Central / State / Govt., undertaking / institution/loc	Estimated Cost of Work Rs - Lakhs	Built up Area	Date of commencement	Expected Date of completion	Name, address and Contact details of person / officer to whom reference can be made

Note:

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

Signature of Authorized Representative with Seal:

FIRMS ANNUAL FINANCIAL TURNOVER

1. Gross Annual Financial Turnover (by way of Professional receipt/in terms of consultancy fee received) for the past three years.

2. Details of Income tax

a. Permanent Account No

b. Details of last three years' Income tax return

Assmt. Year			
Date of filing			
Assessment status			

3. Details of professional receipts/Certified by Chartered Accountant:

Financial Year	Professional Receipt/Consultancy Fees received (Rs. Lacs)
2012-13	
2013-14	
2014-15	

Signature of Statutory Auditor

Name:

Seal & Registration Number:

Signature of Authorized Representative

Name:

Seal:

DETAILS OF IN HOUSE KEY PERSONNEL OF THE CONSULTANT

(A) Details of in house Key personnel

Sl.No	Name	Qualification	Position held	Date & Years with the Applicant Firm*	Experience of the person (in No. of Years)	His expertise
1						
2						
3						
4						
5						

Note:

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

Signature of Authorized Representative
with Seal:

(B) Sub – Consultants and their experience

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

Signature of Authorized Representative
with Seal:

FIRM'S REFERENCES

(Relevant Services Carried Out in the Last Five Years which Best Illustrate Qualifications)

(In support of Form –III)

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

Assignment Name:

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

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

Signature of Authorized Representative with Seal:

ANNEXURE – II FINANCIAL PROPOSAL SUBMISSION FORM

(On the Letter head of the
Consultant)

From: To:
(Name and Address of Firm)

Chief Engineer (Civil)
Bihar State Power Transmission Company Limited
4th Floor, Vidyut Bhawan, Bailey Road,
Patna – 800 001

Sub:- Submission of financial proposal of EOI cum RFP for Empanelment of consultant for comprehensive Architectural Services.

Sir,

I/We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal (Technical and Financial). Our financial proposal is as follows;

Project Cost	Rate in %	Rate in words
Up to 5 crores		
Between 5 – 10 crores		
Above 10 crores		

This amount is inclusive of all taxes and charges excluding service tax. Our financial proposal shall be binding upon us subject to modifications resulting from contract negotiations, up to expiration of the validity period of the proposal. I/We understand you are not bound to accept any proposal you receive.

Yours
sincerely

,
Authorized Signature:

Name and Title of Signatory:

ANNEXURE – III

DRAFT CONSULTANCY AGREEMENT FOR COMPREHENSIVE
ARCHITECTURAL SERVICES

by & between

BSPTCL

and

Consultant

2016

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

This CONTRACT (hereinafter referred to as the “Contract”) is made at _____ on this the _____ day of _____, 2016 _____ by & between

Bihar State Power Transmission Company Limited, Patna having its Office at 4th Floor, Vidyt Bhawan, Bailey Road, Patna – 800 001 represented herein by its (hereinafter referred to as “Authority” which expression, shall unless repugnant to the context or the meaning thereof, include its successors and assigns) of the ONE PART

and

_____, an Architectural Service Provider Consultant, and having its registered office at _____ (hereinafter referred to as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the OTHER PART.

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Expression of Interest cum Request for Proposal Document with all annexure
 - b) General Conditions of Contract;
2. The mutual rights and obligations of the Authority and the Consultant. EOI cum RFP for Empanelment of Consultant for Comprehensive Architectural Services shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Authority shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of BSPTCL ('Authority')

(Authorized Signatory)

Witness-

For and on behalf of _____ ('Consultant')

(Authorized Signatory)

Witness-

ANNEXURE IV - GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) “Applicable Law” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Contract or thereafter, in any jurisdiction.

(b) “Consultant” shall mean and refer to _____⁹ that will provide the Services to the Authority under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is EOI cum RFP document, General Conditions (GC) and the Appendices, as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6;

(e) “Effective Date” means the date on which this Contract

⁹ The signatory of the OTHER PART

comes into force and effect pursuant to Clause GC 2.1.

(f) “GC” means these General Conditions of Contract.

(g) “Government” means the Government of State of Bihar.

(h) “Local Currency” means the currency of the Authority’s country.

(i) “Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract

(j) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them.

(k) “Performance Security” shall mean performance security to be furnished by Consultant by way of Demand Draft/Performance Guarantee in terms of this Contract

(l) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in RFP Document.

(n) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(o) “In writing,” means communicated in written form with proof of receipt.

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

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

1.2.2 Language This Contract has been executed in the language “English”, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. The headings shall not limit, alter or affect the meaning of this Contract

1.2.3 Headings 1.3.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Agreement.

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

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

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

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

1.6 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay all such indirect taxes, duties, fees, and other impositions levied under the Applicable Law. The amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the agreement. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement and delivery of Services The Consultant shall commence and deliver the Services as specified in the conditions of the General conditions of contract.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the agreement.

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘Affected Party’) from performing its obligations under this Contract and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to, both

(A) take into account at the time of the conclusion of this Contract; and

(B) avoid or overcome in the carrying out of its obligations hereunder.

(C) Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than seven (7) days from such event, about the occurrence of such an event.

2.5.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

2.6 Termination

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

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Authority has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the
Consultant

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

2.6.2.

(a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment
Upon Termination

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

to the Authority):

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

2.7 Suspension

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

2.8 Cessation of Rights and Obligations

Cessation of Rights and Obligations

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Performance Guarantee

The Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee from a scheduled bank acceptable to the Authority for an amount equivalent to '.....', and shall be valid for the Empanelment period. As such guarantee shall be in such form, as the Authority shall have approved in writing.

3.2 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4 Reporting Obligations
- (a) The Consultant shall submit to the Authority the reports and documents specified in GC hereto, in the form, in the numbers and within the time periods set forth in the said agreement.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies.
- 3.5 Documents Prepared by the Consultant to be the Property of the Authority
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. The consultant will not use these documents for their future use except, with the written consent of the Authority.

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

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

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

(e) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;

(f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due to neglect, omission or intentional act of the Consultant.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

5.1 Assistance and Exemptions

5. OBLIGATIONS OF THE AUTHORITY

The Authority shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions.

5.2 Access to land

Subject to Applicable Laws, the Authority warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

5.3 Change in applicable law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties on the subject matter of this Contract or in relation thereto, which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between

the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.2.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Total Payment The total payment due to the Consultant shall not exceed the Total Fee for the Services and subject to deduction of tax at source as per Applicable Laws.
- 6.2 Total Fee Total Fee payable to the Consultant shall be in terms of the provision of in **Instruction, Scope & deliverables clause 2.5.**
- 6.3 Terms and Conditions of Payment (a) Payments will be made to the Consultant on fulfilment of different stages of deliverables and payment schedule, Consultant has submitted an invoice to the Authority specifying the amount due with breakup of service tax. Consultant shall also quote the service tax registration no. & PAN no. on all the invoices raise for the payment.
- (b) No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
- 6.4 Responsibility for accuracy of Project Documents 6.4.1 Notwithstanding Clause 6.3, the Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. It shall indemnify the Authority or other agencies/authorities against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be

responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

6.4.2 Notwithstanding Clause 6.3, the Consultant shall be fully responsible for the accuracy of design and drawings of the structures. All drawings for structures shall be duly signed by the respective consultant. The designs and drawings not signed as mentioned above shall not be accepted. The Consultant shall indemnify the Authority against any inaccuracy / deficiency in the designs and drawings of the structures noticed during the construction and even thereafter and the Authority shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.

6.5 Retention
Money

An amount equivalent to 10% of the Contract Price shall be retained till the completion of the project construction works and the same will be released after the completion of Project

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 ARBITRATION

In case any dispute or difference arises between the parties with regard to the interpretation or working of this agreement, or the rights, liabilities or duties arising out of it, then the matter will be referred to Bihar Public Works contracts disputes arbitration tribunal.

