

Bihar Industrial Area Development Authority
(A Government of Bihar Undertaking)
1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna,
Pin- 800004 Bihar

Letter No: 981/Tech

Date: 06/03/26

Expression of Interest (EOI) cum Request for Proposal (RFP)
for
Empanelment of Consultant for Comprehensive Architectural and
Engineering Consultancy Services

Ref No. EOI/BIADA/05/2025-2026

BIADA Invites EOI-cum-RFP from Qualified and experienced agencies/firms to provide architectural and engineering consultancy to ensure that construction works are planned, designed, and scheduled in compliance with national standards, codes, and BIADA's satisfaction.

The consultant firm must have a team of suitably qualified and experienced engineers and professionals equipped with modern design, drawing, and planning software, capable of performing all related duties effectively.

Sl.No.	Particular	Details
1	Date of issue of EOI-cum-RFP	06/03/2026
2	Web address to download the EOI-cum-RFP	https://biada1.bihar.gov.in
3	Date & Time of pre-bid meeting	10/03/2026 01:00 PM IST
4	Last Date and time of submission of EOI-cum-RFP online	17/03/2026 3:00 PM IST
5	Address where Bidders must send proposal in Hard Copy	Udyog Bhawan, 1st Floor, East Gandhi Maidan-800004, Patna
6	Date & Time of opening of Technical Bid	17/03/2026 3:30 PM IST
7	Date & Time of opening of Financial Bid	After opening of Technical Bid

The bidders shall submit their bids along with requisite EMD & processing fees of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred) including GST in the form of Demand Draft (Non-Refundable) in favour of BIADA, Patna.

The bidder must submit the Technical and Financial Bids in separate sealed envelopes placed inside one outer sealed envelope, with Processing Fee + EMD included in the Technical Bid envelope, by 17 March 2026, 03:00 PM IST.

Modifications/amendments/corrigendum if any shall be published on the BIADA website <https://biada1.bihar.gov.in>. BIADA reserves the right to reject or accept any or all the proposals without assigning any reason thereof.

Any further queries can be addressed on dgmnorth.tech@bihar.gov.in.

Patna

Date: 06/03/2026


DGM (Technical)

BIADA, Patna

Expression of Interest cum Request for Proposal
for
Empanelment of Consultant for Comprehensive
Architectural and Engineering Consultancy Services

Bihar Industrial Area Development Authority
(A Government of Bihar Undertaking)
1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna, Pin–
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Patna

Date: 06/03/2026

Sd/-

DGM (Technical)

BIADA, Patna

Expression of Interest cum Request for Proposal for Empanelment of Consultant for Comprehensive Architectural and Engineering Consultancy Services

1. Objectives:

Bihar industrial Area Development Authority (BIADA), Patna, Bihar requires the services of suitably qualified and registered Consultant Companies/firms to provide architectural and engineering consultancy in order to ensure that construction works are planned, designed and scheduled in accordance with the standard fixed by the national standard and codes to the satisfaction of the BIADA. The consultant company/firm will be required to have team of suitably qualified & experienced engineers and other professionals with modern designing, drawing and planning software and facilities, being competent to carry out all of related duties.

2. Scope of Work:

The scope of services includes, but is not limited to, all activities. The consultant shall faithfully, expeditiously, economically and honestly perform the following services –

- (a) Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client and BIADA and obtaining requirements of projects and attending meetings at site of work or BIADA Office and when required by BIADA
- (b) To conduct site evaluation & analysis, detailed survey and soil investigation & testing for the site of the project with due co-ordination with local BIADA engineers.
- (c) Preparation and submission of project report based on requirements of project and interaction with BIADA and submission of “cost estimates” indicating specifications to be adopted for various structures/ services up to satisfaction.
- (d) Preparation and submission of “Comprehensive Master Plan” of entire complex/ area for obtaining necessary approvals from client and concerned statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and concerned statutory bodies wherever required.
- (e) Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every structure including internal services complete in all respect for getting necessary approvals from client and concerned statutory bodies wherever required.

- (f) Preparation and submission of detailed architectural drawings, designs and specifications for structure suitable for construction and releasing to site for getting necessary approval from client wherever required.
- (g) Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings, structures suitable for construction and release at site including getting necessary approvals from client.
- (h) Preparation and submission of detailed structural designs, drawings, fabrication and erection drawings and detailed bar bending schedule based on approved i.e. vetted design and structural & architectural drawings.
- (i) Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, firefighting, electrification, fire detection, MEP & HVAC system, Lifts, Escalators, telephones, EPABX, Integrated Building Management System (IBMS), public address system, communication, networking, acoustics, facade design/skylight, structural glazing system and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from client.
- (j) Preparation of designs, drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, STP, fire hydrants schemes, treatment plants for water and sewerage, waste management, water supply in-take arrangements, roads, streets lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site for getting necessary approvals from client.
- (k) Preparation and submission of detailed Bill of Quantities (B.O.Q.), detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses of this EOI along with 6 sets of drawings (Hard & Soft Copies) for the purposes of inviting tender. Consultant will provide market rate (with three quotations of the lowest price on prevailing market rate) justification in case of non-schedule items based on the CPWD market rate analysis/ as per BIADA requirements.
- (l) Carrying out all modifications/ deletions/ additions in design/ drawings/ documents as required by client and BIADA for proper execution of works at site till completion and handing over of the project to the client.
- (m) During project execution minimum Four Visits (at every important stages) of the work

site and as and when required intervals to inspect the construction works and where necessary to clarify any doubts or interpretation of drawings/specifications, attend conferences and meetings to ensure that the project proceeds in accordance with the conditions of contract. The Consultant/Architect will record his observations about the work in a register maintained at the site and render advice on actions if required and provide the report to the headquarters.

- (n) In case of Renovation/Upgradation/Dismantling of the building structural survey/ audit of existing building, report on structural condition and stability analysis of the existing building
- (o) and submission of structural stability certificate & vetting from any IIT / NIT / BCD, Bihar, Requirement of retrofitting of existing building after conducting suitable tests required and will carry out the tests as per codal requirement, will adopt standard procedure and document the findings. Design & drawing of the retrofitting of the building/structure should adhere to the National Building Codes/BIS codes/NDMA guidelines and consistent with the international best practices. Wherever applicable, International Codes may be adopted for design and construction.
- (p) Estimate to detailed assessment for dismantling/demolishing of existing building/ structure and market valuation of serviceable/unserviceable materials in its current condition.
- (q) The design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.
- (r) Liasoning and obtaining requisite approvals / permissions from the Concerned Statutory Authorities prior to commencement and also after successful completion of the work.
- (s) Preparation and submission of completion reports, completion drawings (As Built Drawings) and documents along with soft copy for the project as required and acceptable to client/ BIADA.

3. Eligibility

- i. All participants shall furnish the following information:
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the EOI to commit the consultant.

- (b) total monetary value of design consultancy work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) qualifications and experience of key technical personnel proposed for contract;
- (e) reports on the financial standing of the consultant, such as profit and loss statements and auditor's reports for the past five years;
- (f) Authority to seek references from the Consultant's bankers;
- (g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount.
- (h) Comprehensive profile of the company
- (i) Information on a minimum of three previous similar contracts for providing design consultancy undertaken by the firm in the last five years.
- (j) Provide names, locations reference and contacts with the names of references for these sites.
- (k) Provide a clear breakdown of available personnel; and their capacities (Full and verified CVs of company Architectural and Civil, Electrical or Mechanical engineers)
- (l) Letters of introduction, recommendations, good performance and guarantees from the respective authorities.
- (m) Details of drawing, designing and planning software with trained and qualified professionals.
- (n) Proof of registration from architectural council of India/Gov. Organization/proper authority and, Audited financial statements of five years
- (o) Bank draft of R.s. 11,800/- (Non-Refundable) in favor of **Bihar Industrial Area Development Authority (BIADA) payable at Patna**

3.ii Bids from Joint ventures are not acceptable.

3.iii Pre-Qualification

The Architectural / Design consultant / Firm must fulfill the following pre-qualification criteria for getting empaneled in different categories. Only proposals meeting these requirements will proceed to technical evaluation.

Architect empaneled in a particular category shall automatically be treated as empaneled in all lower categories for award of work.

Category	Proof of Existence	Empanelment limit (Project Cost Between in Rs. Crore)	Earnest Money Deposit (EMD) Amount, Rs.	Minimum Annual Turnover in any of the last 05 Financial Years	Past experience in completed similar works during last 5 years (Project cost in Rs. Crore) (To fulfill either of three options)		
					Single Project	Two Projects each at least	Three Projects each at least
Category A	Company should be registered under Companies Act, 1956/2013/LLP under LLP Act, 2008. Registered with the GST Authorities Should have valid PAN & other relevant docs.	Above 100 Crore	3,00,000.00	1,00, 00,000.00	120.00 Cr	90.00 Cr	60.00 Cr
Category B		Above 50 Cr to 100 Cr	2,00,000.00	75,00,000.00	60.00 Cr	45.00 Cr	30.00 Cr
Category C		Above 25 Cr to 50 Cr	1,50, 000.00	37,50,000.00	30.00 Cr	22.50 Cr	15.00 Cr
Category D		Above 05 Cr to 25 Cr	1,00,000.00	12,50,000.00	10.00 Cr	07.50 Cr	5.00 Cr
Category E		Upto 05 Cr	50,000.00	10,00,000.00	2.00 Cr	1.50 Cr	1.00 Cr
Category F		Repair and Renovation of existing buildings & misc. works of any amount	50,000.00	10,00,000.00	0.50 Cr	0.30 Cr	0.20 Cr

The Architectural / Design consultant / Firm should have successfully completed providing Comprehensive Architectural Services as a prime consultant for building construction/town planning/Infrastructure and facilities for Central Government/ State Government/Central or State Government Undertaking/State or Central PSU/Institutional building.

Note: Private sector experience will not be valid.

3.iv. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.v. Empanelled firm from outside Bihar shall be considered for award of work only when they undertake to have local office at Patna or, have local resident architect and designer (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.

4. **Cost of EOI**

4.1 The consultants shall bear all costs associated with the preparation and submission of his EOI, and the Employer will in no case be responsible and liable for those costs.

5. **Clarification of EOI Documents**

5.1. A prospective consultant requiring any clarification of the EOI documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to EOI. The Employer will respond to any request for clarification which he received earlier than 10 days prior to the deadline for submission of EOI. Copies of the Employer's response will be forwarded to all purchasers of the EOI documents, including a description of the enquiry but without identifying its source.

5.2. Pre-bid Meeting

5.2.1. The consultant or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in notice.

5.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

5.2.3. The consultant is requested to submit any questions in writing or by email to biada-bih@gov.in & dgmnorth.tech@bihar.gov.in to reach the Employer not later than 10/03/2026 05:00 PM IST

5.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid

meeting shall be made by the Employer exclusively through issue of an Addendum not through the minutes of the pre-bid meeting.

5.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a consultant.

6. Amendment of Bidding Documents

- 6.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing corrigendum/addendum.
- 6.2. Any addendum thus issued shall be part of the EOI documents and shall be communicated in writing or by cable to all the purchasers of the EOI documents. Prospective consultant shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 6.3. To give prospective consultant reasonable time in which to take an addendum into account in preparing their EOIs, the Employer may, at his discretion, extend as necessary the deadline for submission of EOIs.

7. PREPARATION OF EOI

7.1. Language of the EOI

All documents relating to the EOI shall be in English.

8. Documents Comprising the EOI

8.1. The EOI to be submitted by the consultant shall be in two separate parts;

Part I shall be named "Technical Part" and shall comprise

- (i) Category-wise required Earnest Money Deposit (EMD) Amount in the form of Bank Guarantee issued by scheduled /nationalized bank.
- (ii) Qualification Information and supporting documents as specified.
- (iii) Certificates, undertakings, affidavits as specified.
- (iv) Undertaking that the bid shall remain valid for the period specified.
- (v) An affidavit affirming the information he has furnished in the EOI document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Part" and shall comprise

- (i) Price Bid.

- 8.2. Each part will be separately sealed and marked in accordance with the Sealing and Marketing procedure and both will be sealed and marked in a big envelope as instructed in the notice.

9. Bid Prices

- 9.1. The consultants shall quote their rates in percentage of the project cost both in words & figures in specified format.
- 9.2. All duties, taxes, and other levies payable by the consultant under the contract or for any other cause shall be included in the rate.

10. EOI-cum-RFP Validity

- 10.1 EOIs shall remain valid for a period not less than 120 days after the deadline date for EOI submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in EOI validity period between that given in the undertaking and the Form of EOI submitted by the consultant, the latter shall be deemed to stand corrected in accordance with the former and the consultant has to provide for any additional security that is required.
- 10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the consultant may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EOI security. A consultant agreeing to the request will not be required or permitted to modify his EOI but will be required to extend the validity of his EOI security for a period of the extension.

11. Earnest Money Deposit (EMD) Amount

- 11.1 The consultants shall furnish Category-wise required Earnest Money Deposit (EMD) Amount in favor of **Bihar industrial Area Development Authority (BIADA), Patna** in the form of unconditional Bank guarantee from any schedule Indian Bank/nationalized bank issued within the state in the format given in EOI document (If issued from any bank outside the state will be converted to any bank within the state before executing the agreement)
- 11.2 Bank guarantees issued as security for the EOI shall be valid for 45 days beyond the period of empanelment.

- 11.3 Any proposal not accompanied by an acceptable Security shall be rejected by the Employer as non-responsive.
- 11.4 The Earnest money of unsuccessful participants will be returned within 28 days of the end of the EOI validity period specified.
- 11.5 The Earnest money of the successful consultant will be kept as performance guarantee till the validity of empanelment of 45 days.
- 11.6. The Earnest money may be forfeited
 - a) if the consultant withdraws the EOI after opening the same during the period of EOI validity;
 - b) in the case of a successful consultant, if the Bidder fails within the specified time limit to Sign the Agreement.

12. Alternative Proposals by consultant

- 12.1. Bidders shall submit offers that fully comply with the requirements of the EOI documents, including the conditions of contract. Conditional offer or alternative offers will not be considered further in the process of EOI evaluation.

13. Format and Signing of EOI

- 13.1. The consultant shall submit one set of the EOI comprising the documents.
- 13.2. The original and copy of the EOI shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the consultant. All papers of the EOI 'whore entries or amendments have been made shaft be initiated by the person or persons signing the EOI.
- 13.3. The EOI shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the consultant in which case such corrections shall be initialed by the person or persons signing the EOI.

14. Sealing and Marking of EOIs

- 14.1. The consultant shall place the two separate envelopes. The two envelopes (called as inner envelopes) shall be marked Technical EOIs and Financial part and should be put inside one outer envelope. The marked "Technical part" and "Financial part" will have additional markings as follows.

Technical part: To be opened on 17/03/2026 3:30 PM IST in the presence of Technical Committee.

Financial part: To be opened after evaluation of technical part and technically successful consultant in the presence of tender committee. The contents of Technical and Financial parts will be as specified.

- 14.2. The inner, outer and separate envelopes containing Technical and Financial parts shall
- a) Be addressed to the Employer.
 - b) Bear the identification no of contract as indicated in the notice.
 - c) Provide a warning not to open before the specified time and date for bid opening as specified.
- 14.3. In addition to the identification required in Sub-Clause 14.1 and 14.2, each of the envelopes shall indicate the name and address of the consultant to enable the EOI to be returned unopened in case it is declared late, or the Evaluation Committee declares the EOI as non-responsive pursuant.
- 14.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of the EOI

- 15.1. Complete EOIs (including Technical and Financial) must be received by the Employer at the address specified not later than the date indicated in notice. In the event of the specified date for the submission of EOIs declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 15.2. The Employer may extend the deadline for submission of EOIs by issuing an amendment in which case all rights and obligations of the Employer and the consultant previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

- 16.1. Any Bid received by the Employer after the deadline will be returned unopened to the bidder.

17. EOI Opening

- 17.1 The Employer will open all the EOIs received (except those received late), including modifications made, in the presence of the consultant or their representatives who choose to attend at time, date and the place specified. In the event of the specified date of EOI opening being declared a holiday for the Employer, the EOIs will be opened at the appointed time and location on the next working day.
- 17.2. If any of the participants or their agents is not present at the time of opening, the employer will open the EOI in their absence and prepare a statement and that will be binding on the absent participants.
- 17.3. The envelope containing "Technical part" shall be opened. The amount, form and validity of the Earnest money furnished with each EOI will be announced. If the EOI security furnished does not conform to the amount and validity period as specified in the Invitation for EOI, and has not been furnished in the form specified in Clause 16, the remaining technical part and the sealed financial part will be returned to the consultant.
- 17.4.
- (i) Subject to confirmation of the EOI security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.
 - (ii) After receipt of confirmation of the EOI security, the consultant will be asked in writing (usually within 07 days of opening of the technical part) to clarify or modify his technical part, if necessary, with respect to any rectifiable defects.
 - (iii) The consultant will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the financial part.
 - (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 17.5. At the time of opening of "Financial part", the names of the consultant found responsive will be announced. The EOIs of only these consultants will be opened. The remaining EOIs will be returned to the consultant unopened. The responsive consultant names, the EOI prices, the total amount of each EOI, any discounts, EOI

Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any EOI price or

17.6. discount, which is not read out and recorded will not be taken into account in EOI evaluation.

17.7. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present.

18. Process to be Confidential

18.1. Information relating to the examination, clarification, evaluation and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to consultant or any other persons not officially concerned with such process until the award to the successful consultant has been announced. Any effort by a consultant to influence the Employer's processing of EOIs or award decisions may result in the rejection of his EOI.

19. Evaluation and Comparison of Financial Bids

19.1. Technical Evaluation:

During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks, as per the criteria specified below:

SI No	Parameters	Max Marks	Criteria
1	Period of existence and track record of the firm	10	100% of the max marks shall be awarded for the firm with 10 years or more existence. If <10, then no marks will be awarded.
2	Work experience in the specified field for the last 5 FY	20	5 marks to be awarded for each completed assignment as specified in the Qualification Criteria
	Completed Project having value above the Empanelment Limit		

SI No	Parameters	Max Marks	Criteria
3	Strength of permanent key personnel available	10	Key Personnel having desired educational qualifications as mentioned in Eligibility Criteria
a	Senior Engineer /Project Manager (Civil)		5 marks will be awarded for each Key Personnel possessing educational qualifications above the minimum required strength. If the firm meets the minimum required strength of Key Personnel, 05 marks will be awarded.
b	Design Engineer (Civil)		
c	Architect		
d	Civil Engineer		
4	Financial Capacity of the firm	10	100% of the max marks shall be awarded for the firm meeting the minimum qualifying criteria.
5	Presentation by the firm	50	Score will be given on the basis of presentation given by the firm.

A Bidder should secure a minimum of 70 marks (i.e. 70 marks out of total 100 marks as described above) in Technical Evaluation in order to be a technically qualified Bidder for being eligible for financial bid evaluation.

19.2. The Employer will open the financial bid of the only technically qualified Bidders.

F. AWARD OF CONTRACT

20. Award Criteria

20.1. The lowest rate obtained amongst technically qualifying consultants will be the rate for all successful consultants.

21. ALLOTMENT OF WORK:

21.1. Depending upon the requirement, BIADA, Patna will invite limited tender(s) or price bid on email from the empanelled Consultants/Architects.

- 21.2. The work will be allotted to the successful Consultants/Architects, who emerges the lowest bidder in the tender. The tender will be invited in single bid (financial only) from empaneled consultants.
- 21.3. The details of the same will be stipulated in the limited tender proposed to be invited by BIADA, Patna
- 21.4. BIADA, Patna also reserves the right to allot the work to any of the empanelled Consultants/Architects after giving due consideration to the suitability and competence of the Consultants/ Architects to handle jobs, with due regard to their proven track record, which shall be reviewed by BIADA, Patna, as found necessary, from time to time.

22. PERIOD OF EMPANELMENT:

- 22.1. The empanelment of the Architects/ Consultants will be for a period of 3 (Three) Years from the date of empanelment. However, BIADA, Patna reserves the rights to cancel the empanelment of any or all the consultant(s) and request afresh proposal for empanelment at any time.
- 22.2. BIADA, PATNA reserves the right to extend the period of empanelment of consultants for further period by mutual consent depending on the requirement and performance of the consultant. The decision of MD, BIADA in this regard would be final.
- 22.3. The empanelment of the Consultants/Architects will remain in force for the purpose of completion of all works ordered during the currency of the empanelment until they have been completed.

23. Employer's Right to accept any EOI and to reject any or all EOIs

The Employer reserves the right to accept or reject any EOI, and to cancel the EOI process and reject all EOIs, at any time prior to the award of Contract, without thereby incurring any liability to the affected consultant or consultant or any obligation to inform the affected consultant or consultant of the ground for the Employer's action

24. Corrupt or Fraudulent Practices

- 24.1. The Employer will reject a proposal for award if it determines that the consultant

recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the empanelment.

G. APPENDIX

1. Name of the Employer- Bihar Industrial Area Development Authority, Patna
2. The last five years
 - 2020- 2021
 - 2021- 2022
 - 2022-2023**
 - 2023- 2024
 - 2024- 2025

1.	This annual financial turn over- as indicated in EOI	
2.	Value of project (experience) as indicated in EOI	
3.	The pre-bid meeting will take place at am at Conference Hall, Infrastructure Development Authority, 1 st floor Udyog Bhawan, East Gandhi Maidan, Patna.	
4.	The technical bid will be opened at BIADA Office Udyog Bhawan, East Gandhi Maidan on 17/03/2026 3:30 PM IST	
5.	Address of the Employer BIADA, 1 st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna	
6.	Identification: EOI-cum-RFP document for empanelment of architectural & design consultants for work in state of Bihar and outside Bihar. EOI reference No. EOI/BIADA/05/2025-2026 Do not open before 317/03/2026 3:30 PM IST	

8.	The EOI-cum-RFP should be submitted latest by 17/03/2026 3:00 PM IST													
9.	The Technical Proposal will be opened at BIADA Office Patna on 17/03/2026 3:30 PM IST													
10.	<p>Escalation factors (for the cost of works executed and Financial figure to a common base value for works completed)</p> <table data-bbox="370 472 941 766"> <thead> <tr> <th data-bbox="370 472 535 514">Year before</th> <th data-bbox="747 472 941 514">Multiply factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 525 462 556">One</td> <td data-bbox="779 525 828 556">1.1</td> </tr> <tr> <td data-bbox="397 577 462 609">Two</td> <td data-bbox="771 577 836 609">1.21</td> </tr> <tr> <td data-bbox="389 630 470 661">Three</td> <td data-bbox="771 630 836 661">1.33</td> </tr> <tr> <td data-bbox="389 682 462 714">Four</td> <td data-bbox="771 682 836 714">1.46</td> </tr> <tr> <td data-bbox="389 735 454 766">Five</td> <td data-bbox="771 735 836 766">1.61</td> </tr> </tbody> </table>	Year before	Multiply factor	One	1.1	Two	1.21	Three	1.33	Four	1.46	Five	1.61	
Year before	Multiply factor													
One	1.1													
Two	1.21													
Three	1.33													
Four	1.46													
Five	1.61													

SECTION 2

QUALIFICATION INFORMATION

(To be filled in by consultant)

QUALIFICATION INFORMATION

The information to be filled in by the consultant in the following pages will be used for purposes of post qualification. This information will not be incorporated in the Contract.

1. For Architects & Design consultant

1.1 Constitution or legal status of consultant

(Attach copy)

Place of registration:

Principal place of business

Power of attorney of signatory of Bid

(Attach)

1.2 Total value (in Rs.) of design consultancy work performed in the last five years**

2020- 2021

2021- 2022

2022- 2023

2023- 2024

2024- 2025

Work performed as prime consultant in Govt. Sector work performed in the past as a nominated sub-consultant will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.**

List of In House Key Personnel

S. No.	Personal	Qualification	University/ Institution	Experience

Note: Supporting documents may be attached.

Key Personnels/Associates to be deployed

S. No.	Personal	Qualification	University/ Institution	Experience

Note : Supporting documents and acceptance may be attached.

Qualification of Technical Staff (minimum requirement) under Category A

SI.No.	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience
1	Senior Engineer /Project Manager (Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech. (in respective category of work area)	In case of ME/M.Tech 5 years or for B.E/B.Tech 10years of Experience.
2	Design Engineer(Civil)	2 Nos.	B.E./B.Tech. or M.E./M.Tech. (in respective category Of work area)	In case of ME/M.Tech 1 years or for B.E/B.Tech 3 years of Experience.
3	Architect	3 Nos.	B.Arch./M.Arch. (in respective category of work area)	In case of M.Arch. 1 year or for B. Arch 3 years of Experience.

Qualification of Technical Staff (minimum requirement) under Category B

SI.No	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience
1	Senior Engineer /Project Manager (Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech.	In case of ME/M.Tech 3 years or for B.E/B.Tech Syears of Experience.
2	Design Engineer(Civil)	2 Nos.	B.E./B.Tech.or M.E./M.Tech.	In case of ME/M.Tech 1 year or for B E/B.Tech 3 years of Experience.
3	Architect	2 Nos.	B.Arch./M.Arch.	In case of M Arch. 1 year or for B. Arch 3 years of Experience.

Qualification of Technical Staff (minimum requirement) under Category C

SI.No	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience
1	Senior Engineer /Project Manager (Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech.	In case of ME/M.Tech 1 year or for B.E/B.Tech 3 years of Experience.
2	Design Engineer(Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech.	In case of ME/M.Tech 1 year or for B.E/B.Tech 3 year of Experience.
3	Architect	2 Nos.	B.Arch./M.Arch.	In case of M.Arch 1 year or for B. Arch 3 years of Experience.

Qualification of Technical Staff (minimum requirement) under Category -D

Sl.No	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience
1	Senior Engineer /Project Manager (Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech. (in respective category of work area)	In case of ME/M.Tech 1 year or for B.E/B.Tech 3 years of Experience.
2	Design Engineer{Civil}	1 Nos.	B.E./B.Tech. or M.E./M.Tech. (in respective category of work area)	In case of ME/M.Tech 1 year or for B.E/B.Tech 3 years of Experience.
3	Architect	1 Nos.	B.Arch./M.Arch.	In case of M.Arch. 1 year or for B. Arch 3 years of Experience.

Qualification of Technical Staff (minimum requirement) under Category -E & F

Sl.No	Staff Detail	Minimum Strength	Minimum Qualification	Years of Experience
1	Senior Engineer / Project Manager(Civil)	1 Nos.	B.E./B.Tech. or M.E./M.Tech.	In case of ME/M.Tech 1 year or for B.E/B.Tech 3 year of Experience.
2	Architect	1 Nos.	B.Arch./M.Arch.	In case of M.Arch. 1 year or for B. Arch 3 years of Experience.
3	Civil Engineer	1 Nos.	B.E./B.Tech	B.E/B.Tech 3 year of Experience.

2. Additional Requirements

2.1 Consultant should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the consultant, if applicable.

- (i) Affidavit
- (ii) Undertaking
- (iii) Update of original prequalification application
- (iv) Copy of original prequalification application

(v) Copy of prequalification letter

AFFIDAVIT

- 1.** I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

- 2.** The undersigned also hereby certifies that neither our firm M/S _____ has abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

- 3.** The undersigned hereby author use(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

- 4.** The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

1.0.0 Payment of Consultancy Fees - As mentioned

Consultancy Fee for Architectural and Engineering Services :

Category	Items	Unit	Rate (in figures)	Rate (in words)
A	Architectural and Engineering Consultancy Fee for Project Cost Above Rs. 100 (One Hundred) Crore.	Percentage of Project Cost		
B	Architectural and Engineering Consultancy Fee for Project Cost Above Rs.50 (Fifty) Crore to Rs. 100 (One Hundred) Crore.	Percentage of Project Cost		
C	Architectural and Engineering Consultancy Fee for Project Cost Above Rs. 25 (Twenty-Five) Crore to Rs. 50 (Fifty) Crore.	Percentage of Project Cost		
D	Architectural and Engineering Consultancy Fee for Project Cost Above Rs. 05 (Five) Crore to Rs. 25 (Twenty-Five) Crore.	Percentage of Project Cost		
E	Architectural and Engineering Consultancy Fee for Project Cost Upto Rs. 05 (Five) Crore.	Percentage of Project Cost		
F	Architectural and Engineering Consultancy Fee for Repair and Renovation/upgradation of existing buildings & misc. work of any amount.	Percentage of Project Cost		

The fee includes planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with BIADA visits to local authorities, etc. by the Consultant and or by their technical persons.

Note:

1. In case of difference in word and figure rate written in word will be considered.
2. In case of any cutting/overwriting it should be duly countersigned.

3. If rate column is left blank by any applicant the financial bid will be treated as invalid.

2.0. Mode of payment:

On completion of work as under and after getting administrative approval from competent authority.

Milestone payment schedule for various activities are as under:

SI No	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	On Submitting Conceptual Project Report including Detailed Survey, Site (Layout) Plan of buildings and services, concept drawings of all buildings, Models/ Perspective views/ walkthrough etc. Preliminary Estimate, giving Presentations on the schemes to BIADA and incorporating modifications, if any, Obtaining its approval from BIADA.	10% (Ten Percent)
2	On Submitting Detailed Project Report (DPR) including soil test report, all drawings of architectural, structural, internal and external utility services, finishing schedules, Valuation of existing building etc., indicating complete scope, obtaining its approval from BIADA, if required. Submission of Detailed design calculations/ take-off sheets, complete Tender Documents including BOQ, Technical Specifications, List of recommended makes, Drawings, Analysis of Rates, Detailed Estimate indicating cost separately for each sub-head. Submission of Vetted Design & Drawings/Structural Stability Test Report from any IIT / NIT / BCD, Bihar.	Upto 50% (Fifty Percent)
3	On Submitting Working /Good for Construction (GFC) Drawings and details required for commencement of work at site.	Upto 60% (Sixty Percent)

4	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	Upto 80% (Eighty Percent)
5	After successful Completion of the Project and Submission of Completion Drawings (As Built Drawings) in 2 copies with Hard Copies & Soft Copies	Upto 100% (One Hundred Percent)

2.1. Repeat Designs

Entire work of the consultant, including all structural drawing, design, specification, BOQ etc. will be copyright of the Bihar Industrial Area Development Authority (BIADA), Patna.

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

(b) 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.

(c) In case of Repeat works at different sites where new structural designs & drawing is required then the fee would be 50% of the originals fee.

2.2. The payment of fee to the Architect firm/consultant shall be restricted to the project cost. For the purpose of payment of fees, the project cost shall be lowest of the following:

- (a) The actual cost of the project on completion; or
- (b) PPR cost (original estimate) approved by BIADA; or
- (c) Estimated cost of the project put to tender.

2.3. The actual completion cost of the project or DPR /preliminary cost approved by BIADA or Estimated cost of the project put to tender shall not include the following

- Cost of land, if any.
- Payment to statutory bodies/local authorities/Green Building Certification Authorities/State/Central Government.
- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- Contingencies charges.
- Escalation in tendered cost of work due to variations in the cost of labor, material, specifications etc. shall not be paid.
- Extra/substituted items, deviations (plus/minus)

The above fee at 2.0 is inclusive of fee payable by the consultant to any other consultant/Associate(s) and nothing extra shall be payable by BIADA for this purpose.

3.0 Terms and Conditions

- (a) The consultant E.M.D. shall be converted to performance guarantee of the Agreement/ this bank guarantee shall remain valid till agreement period plus 45 days..
- (b) The Consultant undertakes to design, redesign, modify and make changes in the design. Drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by BIADA Proof Consultant and client and as required for completion, trial run, defect liability period and handing over of the project to client, within the fees agreed by the Consultant and nothing extra shall be payable to the Consultant in this regard.

4.0. Payment Towards Visits

All expenses for visits performed by the Consultant in connection with planning, Designing, detailing, till the stage of approval of "Good for Construction Drawings" are included in the fees of consultant mentioned in and nothing extra beyond the agreed fees is payable among to them.

- 4.1. The Consultant shall prepare necessary models and walk through presentation. If required, in connection with approvals of schemes prepared by them from Client/ Statutory bodies etc. The cost of model & walk through presentation shall not be paid extra by BIADA.
- 4.2. If at any time after award/start of work the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out. BIADA shall give notice in writing to this effect to the consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole of part of the work.
- 4.3. The consultant shall supply free of charge to BIADA, the following documents:
 - I. Four Numbers Copies of Project Report.
 - II. Four sets of preliminary drawings, measurement sheets and estimates to be submitted to BIADA.
 - III. Four sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications/ revision, if any.
 - IV. Four sets of each of all working drawings for Architectural Structural, Public Health, Electrical Mechanical, Fabrication, Erection and all services and works (good for

construction drawings), based on the approved drawings including supply of drawings incorporating modifications/ revisions if any.

- V. Four sets of detailed estimates and rate analysis of all works.

VI. Adequate number of additional designs; drawings and other documents needed for proper execution of works.

VII. Two sets of completion drawings (As Built Drawing) and detailed documents.

In addition, Consultant shall give soft/ editable copies of all above document for BIADA reference and record.

4.4. The Consultant will require to following "Time Schedule" for PPR/ DPR as under:-

Category A	Architectural and Engineering Consultancy for Project Cost Above Rs. 100 (One Hundred) Crore.	Submission of PPR 15 days from date of order or as per requirement of BIADA
		Submission of DPR-45 days from date of communication of approval of PPR or as per requirement of BIADA
Category B	Architectural and Engineering Consultancy for Project Cost Above Rs.50 (Fifty) Crore to Rs. 100 (One Hundred) Crore.	Submission of PPR-15 days from date of order or as per requirement of BIADA
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of BIADA
Category c	Architectural and Engineering Consultancy for Project Cost Above Rs. 25 (Twenty five) Crore to Rs. 50 (Fifty) Crore.	Submission of PPR-15 days from date of order or as per requirement of BIADA
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of BIADA
Category D	Architectural and Engineering Consultancy for Project Cost Above Rs. 05 (Five) Crore to Rs. 25 (Twenty Five) Crore.	Submission of PPR-15 days from date of order or as per requirement of BIADA
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of BIADA
Category E	Architectural and Engineering Consultancy for Project Cost Upto 05 (Five) Crore	Submission of PPR-15 days from date of order or as per requirement of BIADA
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of BIADA
Category F	Architectural and Engineering Consultancy for Repair and Renovation/upgradation of existing buildings & Misc. work of any amount.	Submission of PPR-15 days from date of order or as per requirement of BIADA
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of BIADA

The Consultant shall complete the said works within this agreed time schedule.

4.5. All design and drawing shall be the property of BIADA and the name & LOGO of BIADA shall be predominantly displayed on all the drawings and documents as Prime Consultant”.

The originals of approved completion drawings are on good quality reproducible on tracing paper. The propriety rights of design shall remain with BIADA.

4.6. The consultant shall be fully responsible for evolving safe; economical, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on State Govt./CPWD/DSR Specification on latest IS codes of practices, legislation, other relevant by- laws and good engineering practices. The consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bills of quantities and specifications shall be as per State Govt. SOR/DSR/CPWD/Market rate, as desired by BIADA or client.

4.7. The Consultant will give undertaking that all drawings, design, specifications, plans estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economical design and adopt specification so as to ensure that the estimates approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed, in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to BIADA fresh designs/drawings/ specifications/ estimates and other documents within a period of the seven days from the date of notice issued by BIADA in this regard. The consultant shall also indemnify BIADA for losses due to such defective drawings / designs/ specifications/ estimates / other documents supplied by the consultant subject to a maximum of the consultancy fees.

4.8. The consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details/drawings given by the consultants, should not exceeded by 05 % (Five Percent) of the quantities/cost given by him at detailed project report stage on the basis of which the project cost is approved by the client. In case BIADA has to incur extra expenses due to execution of extra quantities/ additional work (not paid by client) to complete the project, the same shall be recovered from the consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees.

However, the above guarantee by consultant on quantity variation of 05 % on the understanding that basis parameters as considered by consultant during the preliminary

project report stage remains unchanged. In case there is a major change in basis parameters, which could affect the quantities, the consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between BIADA and consultant at that stage. Nothing extra shall be payable to the Consultants in this regard and same is deemed to be included within the fee agreed by consultant.

4.9. While providing Consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/ any action due to any such infringement. The consultant shall keep BIADA indemnified all the times and shall bear the losses suffered by BIADA in this regard.

4.10. The statutory deduction of income tax, or other taxes/ dues shall be made from the payment released to consultant time to time. An amount equal to 10% of the billed value will be deducted at source as security deposit and will be refunded on successful completion of the project.

4.11. The consultant shall get the structural design checked & vetted from any IIT / NIT / BCD, Bihar. before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the consultant and is deemed to be included in the fees. However; the checking of design and drawings of the consultant any IIT / NIT I BCD, Bihar. as above shall not absolve the responsibility of the consultant.

4.12. EXECUTION OF TI-IE ASSIGNMENT:

- I. All the stages of work shall be completed by the consultant/Architects and the necessary approval given by the BIADA according to the time schedule mutually agreed upon.
- II. In the event of Consultant/Architects firm closing its business, the BIADA 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.
- III. If at any time after award/ start of work, the BIADA decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out. BIADA shall give notice in writing to this effect to the Consultant/Architect and the Consultant/Architect shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the

work. However, the Consultant/Architect shall be entitled to the payment of appropriate percentage due on actual cost of work completed

5.0. PENALTY

I. Penalty for delay: -

In case the consultant fails to complete the work within the contract period or extended period mentioned above owing to reasons attributable to consultant, liquidated damages @ 01% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the consultant. BIADA shall be entitled to deduct such damages from the dues that may be payable to the consultant.

II. Penalty for defective PPR/DPR

The P.P.R./D.P.R. submitted by the consultant should be sound and B.O.Q. should be true representative of drawing and the quantity provided in B.O.Q. for different items should clearly match with provisions of drawing. Also, the drawing submitted by the consultant must be as per site.

In case the PPR/DPR submitted by the consultant found faulty or defective at the any stage of the execution of work penalty @10% of total fee shall be imposed on consultant. Consultant will be removed from the empanelment panel for new work in future.

6.0. TERMINATION:

6.1 Termination for defaults:

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.

(f) In the event, the owner terminates the agreement in whole or in part, pursuant to Para 6.0.1 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.

(g) The agreement may be terminated at any time by BIADA upon one month's notice in writing being given to Consultant, if the consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of consultant's work not being satisfactory, BIADA will get the work done at the risk and cost of the

consultant and performance Guarantee/Security money shall be forfeited.

6.2 Termination for Insolvency:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The Consultant/Architects shall supply to the client free of cost Four sets of final drawings at stage 2 of the agreement, Four sets of all drawings, specifications and other particulars in stages thereafter. The Consultant/Architects shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of BIADA.
- (e) 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.
- (f) No change shall be made in approved drawings and specifications at site without the consent of the BIADA.
- (g) The client shall have the liberty to postpone or not to execute any work and the Consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Consultant up to the stage of services already submitted.
- (h) 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.

- (i) Any disputes or differences in connection with the agreement shall be, to the extent possible, settled amicably between the parties. If it can not be reached then, all disputed issues shall be settled by arbitration as proposed hereafter, subject to termination clause mentioned in this agreement.

7. Force Majeure Clause

BIADA will not be responsible for any delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. BIADA shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by BIADA to the consultant.

8.0. Arbitration:

In this event of any question, dispute and difference whatsoever arising under the agreement or in connection therewith including any question relating to existence. Meaning and interpretation of the agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between consultant and BIADA with reference to and in context of the agreement failing which the same will be referred to the Sole Arbitration of any arbitrator appointed by the Managing Director, BIADA whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Bihar Arbitration Tribunal Act, 2008 and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these Paras. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Managing Director, BIADA as aforesaid.

I. That the consultant expressly agrees that during the term thereof, he will not be interested, directly or indirectly, in any form fashion or manner, as partner, officer, director, shareholder, advisor, employee, or in any other form or capacity, with any other institution or organization or person which directly or indirectly impinges upon and sub serves the interest of the BIADA.

II. That the consultant shall not at any time, in any fashion, form or manner, either directly or

indirectly divulge, disclose or communicate to any person, firm corporation, institution or organization in any manner whatsoever any information of any kind, nature or description concerning a matter affecting or relating to the work/project of the First Party of any nature except as provided and required under the law of the land or when interest of the second party so requires or with written permission of the First Party. This clause shall be applicable even after completion/termination of the contract.

III. That the second party shall not make any commitment or contracts on behalf of the BIADA to any person, institution or organization without the written consent and permission thereof and if the same is done without any consent and permission, the CONSULTANT shall solely be responsible for such commitments and contracts and the BIADA shall have no concern whatsoever.

9.0. JURISDICTION

All disputes arising out of empanelment or the works assigned to jurisdiction of Patna Court only.

Format of Bank Guarantee for Bid Security

Bank Guarantee No.....
Date.....

To

The Executive Director (Projects),
Bihar Industrial Area Development Authority,
1st Floor, Udyog Bhawan, East of Gandhi Maidan Patna-800001

Ref: RFP No <.....>

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Consultant, hereinafter called “**the Agency**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a proposal, in pursuance of Tender no date..... (hereinafter called “**the Tender**”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Agency shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Agency such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Agency’s.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of20.....
Our.....branch at.....*(Name & Address of the
.....*(branch) is liable to pay the guaranteed amount depending on the filing of a claim

and any part thereof under this Bank Guarantee only and only if you serve upon us at our*
branch a written claim or demand and received by us at our* branch on or before
Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Notes:

- 1 *The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*
- 2 *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch. I*
- 3 *If the company is registered under any other act of the Native Country of the bidder, the word Companies Act 1956 may be replaced by that Act.*
- 4 *The Bid Proposal, however, should be accompanied by a certified copy of certificate of incorporation under the concerned*

