

Government of Bihar
Building Construction Department

Expression of interest-Cum- Request for proposal (RFP) is invited by Building Construction Department, Govt. of Bihar for selection of Consultant to furnish master plan, architectural and other allied services for proposed international sports academy-cum-Cricket stadium at Rajgir, Bihar.

The details of RFP can be had from office of Chief Architect (PH- 0612- 2545575) during office hours or can be downloaded from www.bcd.bih.nic.in or www.prdbihar.org. Last date for receiving written queries/clarification regarding this RFP is 16.06.2014 followed by a pre-bid meeting on 20.06.2014 at 3.30 PM in the office of secretary, Building Construction Department, Patna.

Duly completed and sealed entries should reach office of“ **Secretary, Building Construction Department vishweshwaraiya Bhawan, Bailey road, Patna-800015**” latest by 4.00 PM on 31.07.2014 and the technical bid shall be opened by 4.30 PM on the same date in the presence of the representative of the firm. A presentation by the firms shall be made on 01.08.2014 at 11.00 AM.

(Senior Architect)
BCD

**EXPRESSION OF INTEREST-CUM-RFP
FOR**

**Proposed international sports academy-cum- Cricket stadium
AT Rajgir, Bihar**

BRIEF

Building Construction Department
Government of Bihar
PATNA

DISCLAIMER

The information contained in this Request for Proposal document (RFP) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of BCD or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by BCD to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BCD in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BCD, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BCD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BCD, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. BCD also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

BCD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that BCD is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and BCD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations that may be required by BCD or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BCD 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

| | | |
|---------------------------|---|---|
| Agreement | - | As defined in Clause 1.1.1(b) of Schedule II |
| Applicant | - | As defined in Clause 2.1.1 |
| Conditions of Eligibility | - | As defined in Clause 2.2 |
| Conflict of Interest | - | As defined in Clause 2.2.6 |
| CV | - | Curriculum Vitae |
| Eligible Assignments | - | As defined in Clause 2.2.1 |
| Expatriate Personnel | - | As defined in Clause 1.1.1(h) of Schedule II |
| Form of Agreement | - | Form of Agreement as in Schedule II |
| Financial Proposal | - | As defined in Clause 2.8 |
| INR, Re, Rs | - | Indian Rupee |
| BCD | - | Building Construction Department |
| Inception Report | - | As defined in Clause 3.1 of Schedule I |
| Key Personnel | - | As defined in Clause 2.2.3 |
| LOA | - | Letter of Award |
| Official Website | - | As defined in Clause 1.9 |
| Personnel | - | As defined in Clause 1.1.1(l) of Schedule II |
| Proposal | - | As defined in Clause 1.2 |
| Proposal Due Date or PDD | - | As defined in Clause 1.7 |
| RFP | - | As defined in Disclaimer |
| Services | - | As defined in Clause 1.1.1(o) of Schedule II |
| Selection Process | - | As defined in Clause 1.6 |
| Sole Firm | - | As defined in Clause 2.1.1 |
| Statutory Auditor | - | An Auditor appointed under Applicable Laws |
| TOR | - | Terms of Reference as in Schedule - I |
| US\$ | - | United States Dollar |

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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1.1 Introduction

Building Construction Department , Govt. of Bihar proposes to invite Expression of Interest (EOI) from Individual/ firms of repute for proposed **International Sports Academy-cum- cricket stadium at Rajgir, Bihar over a land of about 89.9 acres.**..The proposal shall be based on the desired level of infrastructure as per norms of sports bodies and the existing infrastructure available at site. It is intended to provide state-of-art facilities and amenities to make the stadium fit for international sports. The objective of this RFP is to obtain services of best possible expertise of consultant with which, after further elaboration, the project could be developed by the selected firm in consultation with the client(BCD and Department of Art, Culture and Youth Affairs, Bihar)

1.1.1 Proposed International Sports Academy -cum-Cricket Stadium

Sealed Tenders are invited for undertaking detailed survey, planning and design for proposed sports infrastructure i.e. Architectural ,structural and services design of proposed scheme. The BCD will contract with only one firm who must have all the necessary qualifications and consultant expertise to prepare the plan, either in-house or in alliance with sub-consultants.

1.2 Request for proposal

In pursuance to the objective stated above, BCD has decided to appoint Consultant to furnish Master plan and comprehensive architectural and allied services for the proposed infrastructure development.

BCD intends to select the Consultant through a competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

1.3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to BCD and the site, sending written queries to BCD, and attending a Pre-Bid Conference on the date and time specified in Clause 1.8.

1.4 Availability of RFP Document

RFP document can be obtained between 11:00 hrs and 17:00 hrs on all working days on payment of a fee of Rs. 1,000/- (Rupees one Thousand only) in the form of a demand draft drawn on any Scheduled Bank in India in favour of Secretary, Building Construction Department at Patna. The document can also be downloaded from the Official Website of the BCD, [http:// www.bcd.bih.nic.in](http://www.bcd.bih.nic.in) or from the Official Website of the IPRD, Bihar www.prdbihar.org Bihar. In case of a downloaded form, the Applicant needs to deposit the aforesaid fee prior to or with the submission of its Proposal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

BCD intends to follow a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals. In the first stage, a technical evaluation will be carried out as specified in **Clause 3.1**. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in **Clause 3.2**. In the second stage, a financial evaluation will be carried out as specified in **Clause 3.3**. Proposals will finally be ranked according to their financial scores as specified in **Clause 3.4**.

1.7 Schedule of Selection Process

BCD would endeavour to adhere to the following schedule:

| S. No. | Event Description | Tentative Date |
|--------|---|-------------------------------------|
| 1 | Last date for receiving queries /clarifications | 16 June 2014 |
| 2 | Pre-Bid Conference | 20 June.2014 |
| 3. | BCD response to queries | 27 June 2014 |
| 4. | Proposal Due Date or PDD till 16.00 hours and opening of tech. bid at 16.30 hours | 31 July 2014 |
| 5 | Presentation by firms (11.00 hrs) | 01 Aug. 2014 |
| 6. | Letter of Award (LoA) | To be notified Later |
| 7 | Signing of Agreement | Within 15 days of LoA |
| 8 | Validity of offer for LoA | Up to 180 days of Proposal Due Date |

1.8 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date : as per 1.7 above

Time : 15:30 hours

Venue: O/o The Secretary, Building Construction Department, Govt. of Bihar, Vishveswaraiya Bhawan, Bailey Road, Patna – 800 015

1.9 Communications

All communications including the submission of Proposal should be addressed to:

Secretary

Building Construction Department, Govt. of Bihar, Bailey Road

Patna – 800 015 (India)

Phone : +91-612-2545656

Fax : +91-612-2545746

Email: secy-bcd-bih@nic.in

The Official Website of BCD is – [http:// www.bcd.bih.nic.in](http://www.bcd.bih.nic.in)

The Official Website of Information & Public Relation Dept. is – <http://www.prdbihar.gov.in>

Note: Please open page ‘Tenders’ and to access the posted and uploaded documents related to this RFP.

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No-/

RFP for International Sports Academy- cum- cricket Stadium at Rajgir.

2 INSTRUCTIONS TO APPLICANTS

2.1 General – Conditions of Bidding

2.1.1 Applicant and Contract

2.1.1.1 Detailed description of the Project Objective, scope of services, deliverables and other requirements related with this Consultancy are specified in this Request for Proposal (RFP). The Bidder (“Applicant”) can be an Individual Firm (“Sole Firm”).

2.1.1.2 Applicants are advised that the selection of Consultant shall be based on an evaluation by BCD through the Selection Process specified in this RFP. Applicants will be deemed to have understood and agreed that no explanation or justification of any aspect of the Selection Process will be given and that BCD’s decisions are without any right of appeal whatsoever.

2.2 Conditions of Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility (“Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfill all the requirements set out in this RFP.

Joint venture is not permitted

2.2.1 Technical Capacity

The Sole Firm/individual shall have, met the following requirements over the past ten Years preceding the Proposal due date (PDD):

Should have provided consultancy services for completed project of completed project of (i) at least one sports facility infrastructure work of not less than 300 crore and (ii) master planning of an institutional campus of not less than 25 acres. Indexing for appreciation of project cost @ 8% per annum, for Maximum three years may be permitted.

2.2.2 Financial Capacity

Sole Firm shall have received a minimum average annual income of Rs. 150 Lakhs from professional fees during last three years preceding the Proposal Due Date.

2.2.3 Availability and Eligibilities of Key Professionals

2.2.3.1 The Sole Firm/individual should have had the Team Leader on its rolls for more than 36 months as on the PDD. Key Professionals other than Team Leader shall be drawn from the same Firm or from the sub-consultants appointed by the lead firm. Any change in key personnel during entire project period without the consent of BCD is not permitted.

2.2.3.2 Each of the Key Professionals must fulfill the Conditions of Eligibility specified below:

| Key Professional | Minimum Educational Qualification | Minimum Length of Professional Experience (years) | Minimum Nature of Experience |
|----------------------------|-----------------------------------|---|---|
| Architect-cum- Team Leader | Bachelor’s degree or higher | 10 years | The expert engaged as the team leader shall be responsible for reviewing the entire work including investigations, planning and designing, estimations of the |

| | | | |
|-----------------------------|---|--------------------------------|--|
| | | | project proposals. He/she shall be responsible to scrutinize the completed Project both from design and aesthetics considerations. Knowledge of project management shall be an added advantage. Relevant experience in minimum two similar project of 200 crore. The Architect should be registered with Council of Architecture, India. |
| Structural Consultant | Bachelor's degree or higher | 10 years | Relevant experience of two institutional projects of Rs. 50 crore each |
| MEP Consultant | Bachelor's degree or higher | 10 years | do |
| Landscape architecture | Bachelor's degree or higher | 10 years | do |
| Expert in sports facilities | Post Graduate in physical education/ membership of sport association. | 5 years of relevant experience | She/he will be responsible for inputs regarding state-of-art facilities/ equipments/ practices. |

2.2.4 Power of Attorney

The Applicant should submit a Power of Attorney in the format specified at Form 4 of Appendix I, authorizing the signatory of the Proposal to commit the Applicant.

2.2.5 Special Requirements

Any entity which has been barred, by the Central / State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

2.2.6 Conflict of Interest

2.2.6.1 An Applicant shall not have a conflict of interest (the "Conflict of Interest"), that affects the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BCD shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to BCD for, inter alia, the time, cost and effort of BCD including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to BCD hereunder or otherwise.

2.2.6.2 BCD requires that the Consultant provide professional, objective, and impartial advice and at all times hold BCD's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that

would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of BCD.

2.2.6.3 Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Selection Process, if:

such applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in an Applicant or a constituent thereof in other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or

a constituent of such Applicant is also a constituent of another Applicant; or

such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or

such Applicant has the same authorized representative for purposes of this Application as any other Applicant; or

such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or if there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries; or

entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to BCD for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment

2.3 Proposal and other costs

The Applicant shall be responsible for all of the costs associated with the preparation of its Proposal, Presentation to BCD if any and subsequent negotiation, including visits to BCD, Project site etc. BCD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Right to accept any Proposal and to reject any or all Proposals Notwithstanding anything contained in this RFP, BCD reserves the right to do the following:

accept or reject any Proposal and to at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof

Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or the dates or other terms and conditions relating thereto

Pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information.

2.5 Clarifications

2.5.1.1 Applicants requiring any clarification on the RFP may send their queries to BCD in writing before the date mentioned in the Schedule of Selection Process at Clause 1.7. The envelopes shall clearly bear the following identification:

"QUERIES/REQUEST FOR ADDITIONAL INFORMATION CONCERNING RFP - CONSULTANCY FOR SPORTS ACADEMY CUM CRICKET STADIUM AT RAJGIR "

2.5.1.2 BCD shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. BCD will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.5.1.3 BCD reserves the right not to respond to any questions or provide any clarifications, in its sole discretion and nothing in this clause shall be taken or read as compelling or requiring BCD to respond to any question or to provide any clarification.

2.6 Preparation and Submission of Proposal

2.6.1 Language

The Proposal with all accompanying documents (the “Documents”) and related correspondence shall be in the English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.6.2 Format and signing of Proposal

2.6.2.1 The Applicant shall provide all the information sought under this RFP. BCD would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.6.2.2 The Applicant shall prepare and submit only one original set of the Documents.

2.6.2.3 The Proposal shall be typed or written in indelible ink and the Applicant shall initial each page. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed as detailed below:

By the proprietor, in case of a proprietary firm;

by the partner holding the Power of Attorney, in case of a partnership firm;

by a duly authorized person (the “Authorized Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.6.2.4 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.6.2.5 Applicants should note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by BCD, and that evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date. Applicants will normally not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.7 Preparation of Technical Proposal

2.7.1.1 Applicants shall submit the Technical Proposal in the formats at Appendix-I (the “Technical Proposal”).

2.7.1.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

CVs of all Professional Personnel have been submitted;

Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 2.2.3.2** of the RFP;

no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

The respective Personnel / Authorized Signatory have recently signed the CVs in blue ink. Photocopy or unsigned CVs shall be rejected;

the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

Conceptual design drawing to be submitted on maximum 6 opaque A-0 sheet sizes with sufficient details to explain the scheme including plans/sections/views/model etc. as well as area statement and plinth area, rate estimate based on CPWD Manuals with applicable indexing.

2.7.1.3 BCD reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the BCD to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affects any rights of the BCD there under.

2.7.1.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BCD to the Bidder, without the BCD being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

2.7.1.5 In such an event BCD shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to BCD for, inter alia, time cost and effort of BCD, without prejudice to any other right or remedy that may be available to BCD.

2.8 Preparation of Financial Proposal

2.8.1.1 The financial proposal shall be submitted in the format at Appendix-II (the 'Financial Proposal') clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words/ arithmetical total of all costs shall be taken into account.

2.8.1.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, airfare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

The Financial Proposal shall take into account all expenses excluding only service tax .

2.9 Submission of Proposal

2.9.1.1 The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions and a cover letter. The Authorized Representative of the Applicant shall sign each page of the submission. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by BCD and will ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by BCD, the later shall prevail.

2.9.1.2 The Proposal will be sealed in an outer envelope, which will bear the address of BCD, RFP Notice no. and Date, Consultancy name as indicated at Clause 1.9 and the name and address of the Applicant. The Financial Proposal should bear on top, the following:

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE”

2.9.1.3 If the envelope is not sealed and marked as instructed above, BCD assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.9.1.4 This outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The Technical proposal and Financial Proposal must be prepared in indelible ink and must be signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.9.1.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.9.1.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.9.1.7 Proposals submitted by fax or telegram or e-mail will not be accepted. BCD reserves the right to reject any Proposal that is not submitted according to instructions stipulated in the RFP.

2.9.1.8 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the proposal by BCD and discharge of all obligations of the Consultant under the Agreement.

2.10 Late Proposals

Proposals received by BCD after the date and time specified in Clause 1.7 shall not be eligible for consideration and shall be summarily rejected.

2.11 Modification/ substitution/ withdrawal of Proposals

2.11.1.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or

withdrawal is received by BCD by the specified time on Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the specified time on Proposal Due Date.

2.11.1.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.9, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.12 Bid Security

2.12.1.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs.25,000 (Rupees Twenty Five Thousand only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks of India in favour of Secretary, Building Construction Department, payable at Patna.

2.12.1.2 Save as provided in Clause 2.12.1.1 above, the Bid Security of unsuccessful Applicants will be returned by BCD, without any interest, as promptly as possible on acceptance of the Proposal of the successful Applicant or when the Selection Process is cancelled by BCD.

2.12.1.3 The successful Applicant’s Bid Security will be returned, without any interest, upon the Applicant commencing services as per Clause 2.17 in accordance with the provisions thereof.

2.12.1.4 Any Bid not accompanied by the Bid Security, shall be rejected by BCD as non-responsive.

2.12.1.5 Without prejudice to BCD’s any other right or remedy here under or in law or otherwise, the Bid Security shall be forfeited and appropriated by BCD, at its discretion, as the mutually agreed pre-estimated compensation and damage payable to BCD for, inter alia, cost and effort of BCD in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

If an Applicant submits a non-responsive Proposal;

If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 4.1** of this RFP;

If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in **Clause 2.16** and **2.17** respectively;

If the Proposal of an Applicant is rejected on account of its engaging in corrupt, fraudulent, coercive, undesirable or restrictive practices as specified in **Clause 4.1**

If the Applicant is disqualified on account of having a Conflict of Interest as specified in **Clause 2.2.6**.

2.13 Evaluation Process

2.13.1 Evaluation of Proposals

2.13.1.1 BCD would open the Proposals on date mentioned in Clause 1.7 of this RFP. The packets marked “Technical Proposal” will be opened in front of the

representatives of the Applicants present at that time. The packet marked “Financial Proposal” shall be kept sealed for opening on a later date.

2.13.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.11 shall not be opened.

2.13.1.3 Prior to evaluation of Proposals, BCD will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

Is received by the Proposal Due Date pursuant to Clause 1.7

Is signed, sealed and marked as stipulated in Clause 2.9

Is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4

Contains all the information as requested in the RFP;

Contains information in the forms specified in this RFP; and

Fulfils the Conditions of Eligibility

2.13.1.4 BCD reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by BCD in respect of such Proposals.

2.13.1.5 BCD would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3.1 of this RFP. There will be a presentation of the bidders as per clause 1.7.

2.13.1.6 After the technical evaluation, BCD would prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to remain present. BCD will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clauses 3.3 and 3.4.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising BCD in relation to or matters arising out of, or concerning the Selection Process. BCD will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. BCD will not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BCD.

2.15 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

2.16 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in **Clause 1.7**. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.17 Commencement of Assignment

The Consultant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in **Clause 2.16** or commence the assignment as specified herein, BCD may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of **Clause 2.12**.

2.18 site plan/ Detailed requirement - as per annexure- 3

2.19 Following prize amount for the design proposal shall be payable based on Combined ranking of entries

First prize —RS 3,00,000/-

Second prize-Rs 2,00,000/-

Third prize—Rs 1,00,000/-

(The prize amount won by the selected firm will be adjusted from their fee)

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of concept plan, proposed Approach, Methodology and Work Plan by the Applicant, experience of Applicant and experience of Key Professionals fielded by the Applicant. Applicants whose Technical Proposals score 70 points or more out of 100 shall only be ranked as per score achieved by them, from highest to the lowest technical score (ST). The Financial Proposals of those Applicants whose Technical Proposals score will be less than 70 marks shall be returned un-opened to the Applicants.

3.1.1.2 In case the Applicant is a Sole Firm, credentials of proposed sub-consultant shall be considered together with those of the Sole Firm while computing the technical score on account of experience of Key Professionals in view of Clause 3.1.1.5 and on account of Firm experience.

3.1.1.3 In case the Applicant is a Consortium, credentials of proposed sub-consultant shall be considered together with those of the Lead Firm and all Partners while computing the technical score on account of experience of Key Professionals in view of Clause 3.1.1.5 and on account of Firm experience as per JV criteria of the state government.(clause deleted as JV not allowed in this case)

A Proposal shall be rejected if the Minimum requirements prescribed in Clause 2.2.3 of this RFP for expert team are not met.

The scoring criteria to be used for evaluation shall be as follows.

| Head | Maximum Marks | Basis of Marks |
|---|---------------|---|
| Approach Methodology, Work Plan and Concept of the proposal | 40 | Understanding of and responsiveness to ToR. and concept plan submitted along with technical bid. |
| Firm/Consortium Experience | 15 | 60% of the maximum marks shall be awarded for minimum number of Eligible Assignments undertaken by the Applicant firm. Maximum number of 5 eligible projects which will qualify for the full marks. Between 2 to 4 projects will be proportionately marked. |
| Experience of Key Professionals | 25 | -do.- |
| Architect-cum-Team Leader | 5 | -do- |
| Structural consultant | 5 | -do- |
| MEP consultant | 5 | -do- |
| Landscape architect | 5 | -do- |
| Sports facility expert | 5 | -Do- |
| Presentation | 20 | Adjudged by a penal of evaluators |

Note: A team leader not belonging to the lead firm or with less than 36 month roll with the lead firm shall not be considered during the technical evaluation of the bid.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such

Building Construction Department, Government of Bihar, Patna

Proposed international sports academy cum cricket stadium, Rajgir

pre-qualified Applicants is less than two, BCD may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 70 points; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed three.

3.3 Evaluation of Financial Proposal

3.3.1.1 The Financial Proposals of those Applicants whose Technical Proposals score less than 70 marks shall normally be returned un-opened to the Applicants.

3.1.1.2 In the second stage, the financial evaluation will be carried out as per this Clause 3.2.

3.1.1.3 For financial evaluation, the total consultancy cost indicated in the Financial Proposal will be considered.

3.1.1.4 BCD will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

Where F = amount of Financial Proposal

3.4 Combined and Final Evaluation

3.4.1.1 Proposals will finally be ranked according to their combined technical(ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to technical and financial Proposals that shall be 0.8 and 0.2 respectively.

3.4.1.3 Generally, the successful Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements.

4. FRAUD & CORRUPT PRACTICE

4.1 Fraud & Corrupt Practice

4.1.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. BCD shall notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, BCD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BCD for, inter alia, time, cost and effort of the BCD, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.1.1.2 Without prejudice to the rights of BCD under Clause 4.1.1.1 hereinabove and the rights and remedies which BCD may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by BCD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by BCD during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by BCD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.1.3 For the purposes of Clause 4.1.1.1, the terms set forth are defined as follows:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Selection Process;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence the Selection Process;

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Selection Process;

"undesirable practice" means establishing contact with any person connected with or employed with BCD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.1.1.2 BCD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

consult with any Applicant in order to receive clarification or further information;

retain any information and/or evidence submitted to BCD by, on behalf of and/or in relation to any Applicant; and/or

independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.1.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases BCD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.2 LIQUIDATED DAMAGES AND PENALTIES

5.2.1 Performance Security

5.2.1.1 BCD shall retain by way of performance security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in **Clause 5.2.2** herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of six months after the expiration of this Agreement

The Consultant may, in lieu of retention of the amounts as referred to in **Clause 5.2.1.1** above, furnish a Bank Guarantee substantially in the form specified at **Annex-2** of this Agreement.

5.2.2 Liquidated Damages

5.2.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by BCD in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

5.2.3 Encashment and appropriation of Performance Security

BCD shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 5.2.2.

In the event any portion of the Performance Security is appropriated by BCD, then immediately following such appropriation, the Consultant shall replenish the Performance Security within 1 (one) month of its appropriation, and in the event of default by the Consultant, BCD shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

5.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in **Clause 5.2.2**, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of BCD, other penal action including debarring for certain period may also be initiated as per policy of BCD.

SCHEDULES

SCHEDULE-I TERMS OF REFERENCE

Scope of Services

The scope of service shall include all activities for the preparation of Detailed Planning and design such as - Detailed survey and documentation of existing facilities, geo-technical study, conceptualizing the theme of the proposal, research, planning of additional facilities, planning of indoor and outdoor facilities, preparation of estimates for administrative decisions, tender documents for the work complying with the standards/norms of National Building Code and Indian standard code of practice, by-laws of local authority, rules/norms of Pollution Control Board, Supreme Court Norms and in consultation with the department.

The main tasks of the consultancy services under these Terms of Reference (ToR) are as under:'

(refer schedule of services as mentioned in the agreement draft)

Design of Stadium Architecture

Comprehensive architectural services including but not limited to development and obtaining approval for

Preparation of pre-design report incorporating suggestions of the client;

Revised concept plan incorporating suggestions of the client;

Site evaluation, survey and soil test;

All architectural, site development, structural, MEP services etc.;

Landscape, signage and interior works;

Tender documents (drawing/detailed estimate/BOQ etc.);

Preparation of good for construction drawing;

Attend co-ordination meeting, site visit at regular interval to ensure the construction is carried as per approved drawings and suggestions of the client regarding the same;

Any other related work as instructed to the architect by the client.

Research and selection of material, interior design

Preparation of Reports

The Consultant shall prepare the following Reports having detailed information and analysis concerning areas as specified for each report.

Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "Inception Report") within **four (4) weeks** from date of commencement of the Contract Agreement. The Inception Report shall comprise of the activities of the terms of reference. This will be the preliminary stage and it is not expected that all the activities within the task shall be completed. However the consultant has to submit the concepts and options for the development envisaged. Further, consultant is free to include or exclude some of the activities as per its plan. There will be presentation for approval of this report.

Interim Report and revised concept plan

The Consultant shall submit the Interim Report within **six (6) weeks** from date of commencement of the Contract Agreement. This Report will comprise revised concept plan. However, consultant is free to include or exclude some of the activities as per its plan. There will be a presentation for approval of this report. At this stage concept will be finalised. The interim designs and drawings will be prepared for approval.

Schedule of Payment

As per agreement

Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to BCD in soft form apart from the Deliverables. The study outputs shall remain the property of BCD and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of BCD. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by BCD and issue of a certificate by BCD to that effect.

SCHEDULE-II
DRAFT

AGREEMENT BETWEEN BUILDING CONSTRUCTION DEPARTMENT, GOVT. OF BIHAR

AND

This deed of Agreement made on between Building Construction Department, Bihar (hereinafter called Client) and M/s -----

carrying on business as CONSULTING ARCHITECTS AND ENGINEERS under and style (hereinafter called Consultant-Architect) of the second part which expression shall, unless repugnant to the context of meaning thereof include the PARTNERS of the said firm for the time being, the Survivor of them and their respective Heirs, executors, administrators and assigns of the other part.

WHEREAS THE CLIENT intends to construct -----

(hereinafter called the "SAID WORK").

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

1. FEES AND REIMBURSEMENT :

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

2. SCOPE OF WORKS :

- 2.1 Site Evaluation and analysis/ report.
- 2.2 Architectural work and site development
- 2.3 Structural engineering work
- 2.4 Sanitary, plumbing, drainage, water supply and sewerage work
- 2.5 Electrical work
- 2.6 Fire fighting system / HVAC / specialized services as per requirement
- 2.7 Landscape work including design of open spaces, horticulture etc.
- 2.8 Interiors and any other related works specifically entrusted to the Architects by employer
- 2.9 Supervision of work till its completion.

SCHEDULE OF SERVICES

A preparation of layout plan and concept plans

- 3.1 a) Take Clients instructions regarding requirements of project as a whole, and prepare Pre-design report/ inception and interim report.
- b) Prepare layout plan, conceptual plans with reference to requirements given and prepare approximate estimate of cost by area basis.
- c) collect site information, site survey and soil condition and furnish report with (b) above.

3.2 Modify conceptual plans specifications incorporating required suggestions/changes and prepare preliminary drawings and designs for Clients approval along with with revised preliminary estimate of cost.

3.3a) Prepare drawings/documents and its presentation necessary for submission to statutory bodies for sanction and advise on formalities and obtain clearances.

b) Upon Client's /statutory approval necessary for commencement of construction /working drawings. Ensure compliance with codes, standards, legislations as applicable.

B Detailed Working Drawings & Estimates Stage :

3.4 Tender drawings stage :

Prepare basic working drawings and details for all aspects of work referred under the Clause '**Scope of Work**' including architectural , structural , plumbing , sanitary, electrical communication system ,detailed specifications sufficient for preparation of item-wise detailed Estimate of cost.

Prepare basic working drawings for external services , site development , roads, pathways , compound wall and landscape works. Prepare tender documents/drawings , quality control procedures on material and works as per requirement of client

DETAILED ESTIMATE OF COST :

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

3.6 Working drawings stage :

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

C Construction stage

Visit the site of work at intervals mutually agreed upon (Min. once a month) to inspect the construction works and where necessary to clarify and doubts or interpretation of drawing / specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract. The Architect will record his observations about the work in a register maintained at the site and render advice on actions if required. The architect shall have local presence in the form of local office at Patna or have resident architect Structural Engineer for required coordination. Preparation and submission of completion reports and drawings for the project as required and with the assistance of Employer's Engineers.

Advising Employer on exercising cost control and economy measures to ensure that the approved estimates are not exceeded.

On completion of works, Architects will prepare and submit two sets of As-built drawings and one set on CD of the building and services

PROFESSIONAL FEES PAYABLE

A) The total Fee payable for all services mentioned in items 'SCOPE OF WORK' shall be -----
----- % of the Project Cost .

B) The fee payable for consultant supervision as per para3C is included in 'A' above.

In addition, Service Tax applicable as per Govt. of India norms (at present ----- %) would be payable on the Professional Fee payable.

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

In case of repeat block in the campus, fee payable shall be 35% for each repetition.

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

Within 20% of enhancement in original approved project cost, no extra fee will be paid.

In case of enhancement of more than 20%, the escalated BOQ amount will be discounted as per agreed time line @ 8% per annum for fee payable.

4.7 Any delay in agreed deliverable time schedule will invite penalty @1% per week subject to maximum 10% of the fee. Failure of timeline at any two levels will lead to disqualification of consultant and termination of agreement.

4.8 Consultant will get payment on the basis of that date, on which original BOQ has been issued.

5. MODE OF PAYMENT

Fees due, percentage of fees in Para 4.1

| | | | |
|--|----------|---|---|
| 5.1 On completion of services mentioned in item 3.1 (Sketch Stage) | payable. | : | 10% (Ten percent) of total Fees |
| 5.2 On Completion of Services mentioned in item 3.2 (Final preliminary Drawings) | | : | 15% (Fifteen percent) of total payable less paid. |
| 5.3 On completion of service mentioned in item 3.3 (Statutory Drawings stage) and after Client's approval. | | : | 20% (Twenty percent) of total Fees payable less paid. |
| 5.4 On completion of service mentioned in item 3.4 (Tender drawings stage) | | : | 30% (Thirty percent) of total Fees payable less paid. |
| 5.5 On completion of service mentioned in item 3.5 (Detailed Estimates of Cost) | | : | 40% (Forty percent) of total Fees payable less paid. |
| 5.6 On completion of services mentioned in item 3.6 (working drawings stage) | | : | 80 % (Eighty percent) of Fees as per less paid. |

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

- a) All Architectural & Structural drawings up to plinth/foundation stage. : 8%
- b) All Architecture working drawings. : 8%
- c) All Structural working drawings : 8%
- d) All Sanitary and Water Supply drawings, Electrical drgs and air-conditioning drgs. : 8%
- e) All drawings for Site Development and External services etc. : 8%

5.7 Balance 20% would be released after 3 months of virtual completion & submission of 'as built' drgs. : 20% 40%

Total : 100%

6. PROGRESSIVE PAYMENTS TO THE CONSULTANT - ARCHITECTS

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

- a) At stage Sl. 5.1 & 5.2 : On preliminary cost Estimate accompanying sketch / Preliminary drawing.
- b) At stage Sl. 5.3 & 5.4 : On Cost Estimate accompanying this stage.
- c) At stage 5.5 : On detailed estimate at this stage.
- d) At stage 5.6 : On Tendered cost (BOQ) or detailed estimate if Tenders are not finalised.

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

The cost of the Project shall be the cost of the building works and site development works including the cost of structural, sanitary, plumbing and electrical works and electrical fittings & fixtures, landscaping i.e. on all items on which the Consultant – Architects had rendered professional services but shall exclude the cost of the client's site office, cost of land and supervisory staff and contractor's quote

7. CLIENT'S RESPONSIBILITIES :

The following shall be the responsibilities of the client :

- 7.1 Provide detailed requirements of the project.
- 7.2 Facilitate Furnishing of reports on soil conditions and soil test as required by the Consultant- Architects ; to be conducted by consultant on behalf of the client.
- 7.3 Pay the fees of the Consultant – Architects within four weeks of submission of bills, subject to clearance of bills as per agreement.(In case of non-payment/ delay/ rejection, the same to be conveyed to the consultant in time)

8. TIME SCHEDULE

The time schedule shall be as follows unless otherwise specifically instructed by the client

| Sl.No. | Item | Duration |
|--------|---|--|
| 8.1a | Preparation of pre-design report as per item 3.1a | 4 weeks after agreement |
| 8.1b | Preparation of concept plan as per item 3.1b / draft pre-qualification document coordination meeting at Patna | 6 weeks after agreement |
| 8.2 | Preparation of revised concept plan as per item 3.2 | 8 weeks after agreement |
| 8.3 | Issue of pre-qualification documents to prospective bidders Coordination meeting at Patna | 10 weeks after agreement |
| 8.4 | Preparation of statutory drawings/ documents/approvals | 12 weeks after agreement |
| 8.5 | Preparation of tender documents/ drawings/ detailed estimates/ BOQ coordination meeting at Patna/ Technical sanction by BCD | 16 weeks after agreement 2 weeks after submission |
| 8.6 | Working drawing stage | In phases as required so that work process is not affected |
| 8.7 | Foundation stone laying | |
| 8.8 | construction | |

(consultant to provide comprehensive work programme bar chart of their services)

9. BUILDING SUB-COMMITTEE:

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

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

10. EXECUTION OF THE ASSIGNMENT :

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

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

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

TERMINATION :

Termination for defaults

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

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.

If the consultant fails to perform any other obligations under the agreement, or,

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 as defined under the prevalent contract laws.

If the consultant refuses to accept and perform the assignment given by the client.

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

Termination for insolvency :

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

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

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

10.7 The Consultant – Architects shall supply to the client free of cost six sets of final drawings at stage 3. 2 of the agreement, six sets of all drawings, specifications and other particulars in stages thereafter. Any additional sets required by the client shall be paid for on actual cost basis.

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

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

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

The client shall have the liberty to postpone or not to execute any work and the Architect shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Architect up to the stage of services already submitted.

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.

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.

11. ARBITRATION :

11.1 Any Dispute which is not resolved amicably by conciliation, as provided, shall be decided by reference to arbitration. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for amicable settlement will be settled by the reference to the Bihar Arbitration Tribunal constituted by the Bihar Arbitration Tribunal Act, 2008 at the instance of either parties. Any Award made by the Bihar Arbitration Tribunal shall be final and binding on the Parties as from the date it is made, and both the parties to this agreement agree and undertake to carry out such Award without delay subject to the further provisions of Bihar Arbitration Tribunal Act, 2008.

The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

Witness

Parties

1. _____
()

1. _____
()

(First Party)

2. _____
()

2. _____

(Authorised Signatory)

(Second Party)

ANNEXURE

- Annex 1 : Deployment of Personnel
- Annex 2 : Bank Guarantee for Performance Security
- Annex 3 : Site/ requirement details

Annex – 1
Deployment of Personnel

Annex- 2

Bank Guarantee for Performance Security

(Refer Clause 5.2.1)

To

The Governor of Bihar (acting through)

Secretary

Building Construction Department

Vishveshwariya Bhawan, Bailey Road,

Patna - 800 015 (India)

In consideration of [BCD ,Patna] acting on behalf of the Governor of Bihar (hereinafter referred as the “BCD”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a consultancy by issue of BCD’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____) for consultancy services for preparing the plans for sports academy cum cricket stadium and interiors. (hereinafter referred to as the “Agreement”), and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees _____) to BCD for performance of the said Agreement.

We, _____ (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to BCD an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by BCD by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BCD stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by BCD by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

We undertake to pay to BCD any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BCD under or by virtue of the said Agreement have been fully paid and its claims

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satisfied or discharged or till BCD certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before a period of [one year] from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, _____ (indicate the name of Bank) further agree with BCD that BCD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by BCD against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of BCD or any indulgence by BCD to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us .

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of BCD in writing.

Dated the ____ day of _____ 200__ For _____

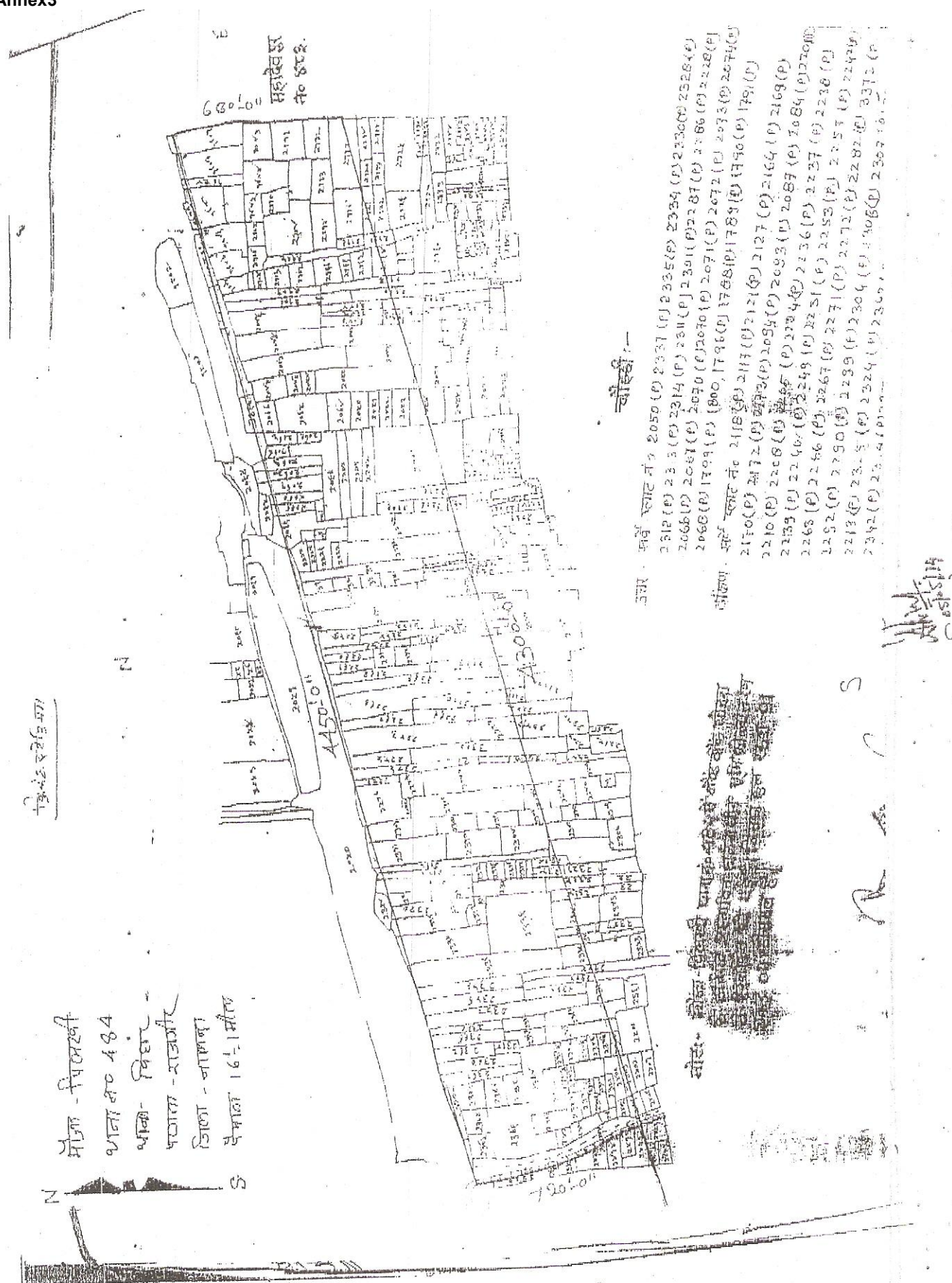
(Name of Bank)

(Signature, Name and Designation of the Authorized Signatory) Seal of the Bank:

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

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.



$$\frac{1200}{1000} = 1.2$$
$$\frac{42107 - 64}{1} \times \frac{0.05}{0.05114}$$

विषय :- राजगढ़ में स्तर माँजा-फलखा
नगरिक रिक्टर स्टेडियम एवं सपोर्टिंग सिस्टी का भूमि का बर्णन
एवं चाँडई (फ़्लैट में) एवं Approach Road की लंबाई/चौड़ाई

First location

Approach Road (Direct Carpet Area) approx.

4450-0

Site 202

National Stadium And Sports City.

100-1000

→ 4300' - 0" ←

C.R.D.
Camp

Road clear

725-5

[illegible]

~~Handwritten signature/initials~~

~~15~~

1

①

॥५॥

100

—



22

$\frac{C}{A}$
 $\frac{17}{8}$

$\frac{1}{2}$
 $\frac{1}{2}$
 $\frac{1}{2}$

**BASIC REQUIREMENTS OF PROPOSED
SPORTS ACADEMY CUM CRICKET STADIUM
AT RAJGIR**

1. Administrative Building

- (a) Director's Chamber with attached Director cell, visitors room, a pantry & Toilet-
- (b) Dy Director Chamber with attached Dy Director cell with Toilet- 2
- (c) Assistant Director Chambers- 4
- (d) Canteen with Kitchen
- (e) General Toilets (Male & Female)
- (f) Lobby, Reception & Staircase
- (g) Library
- (h) Sports Museum
- (i) Accounts Section with cubical for officer's
- (j) Meeting Room for 50 P.

2. Faculty Building

- (a) 4 Lecture Halls- 50 capacity (each)
- (b) Auditorium- 250 capacity
- (c) Hall for faculty (15 Cubicals)
- (d) **Infrastructure- Outdoor Facilities**
 - (i) Athletics synthetic Track.... floodlit1
 - (ii) Basketball Court -Hard.....2
 - (iii) Cricket Half practice pitch.....2
 - (iv) Football Field Grassy.....2
 - Handball Court Hard.....2
 - (v) Hockey Synthetic Field.....1
 - (vi) Cycling Velodrome.....1
 - (vii) Volleyball Court Cinder.....2
- (e) **Infrastructure- Indoor facilities**
 - (i) **INDOOR HALL NO.I**
 - wrestling Hall.....Air conditioned-1
 - Weightlifting Hall..... Air conditioned-1
 - (ii) **INDOOR HALL NO.II**
 - Boxing Hall..... Air conditioned-1
 - (iii) **INDOOR HALL NO.III**
 - Taekwondo
 - Boxing Hall
 - Wushu Hall
 - Fencing Hall
 - Judo Hall-1

(iv) INDOOR BADMINTON CUM VOLLEY BALL HALL WITH (ARENA SIZE)
BADMINTON COURT WITH SEPERATE 4 PRACTICE COURT.

(v) SQUASH COURTS COMPLEX

Squash Courts..... 2

Sauna Bath..... 1

Steam Bath.....1

Shooting Range 10m....improvised..... 1

Archery Ranges 1

Technogym..... 1

Conditioning Hall.... 1

Billiards Room..... 1

(f) Faculty of Sports Sciences

(i) Sports

Anthropometry

(ii) Sports

Biochemistry

(iii) Sports Bio-Mechanics

(iv) Exercise

Physiology

(v) Sports

Psychology

(vi) Sports Nutrition

(vii) General Theory & Method of Training (GTMT)

(g) Faculty of Sports Medicine

(i) Sports Medicine

(ii) Sports

Physiotherapy

(iii) Sports Message

(iv) Clinical

Investigation

(v) X-Ray

(vi) MRI (required)

(vii) CT-Scan

(required)

(viii) Ultra Sound

(required)

(ix) Health Centre (25 Bed)

3. Utility Building

- (a) Cooperative Store
- (b) kiosk
- (c) Cobbler
- (d) Milk Booth
- (e) Post office
- (f) ATM
- (g) Civil Maintenance (Two Executive Engr. One Civil & One Electrical Office)
- (h) Travel Agent
- (i) Bank
- (j) Tailor
- (k) Barber
- (l) Store-1 & 2 & 3

4. Guest House 10 ROOMS

5. Accommodation

- (a) Boys Hostel- 150X2= 300 beds
- (b) Girls Hostel- 50X3= 150 beds
- (c) Transit Hostel- 100 beds
- (d) Accommodative Coaches Suit Type- 50 Nos.
- (e) Residence
 - (i) Director Residence-1
 - (ii) Deputy Director-2
 - (iii) Assistant Director- 4
 - (iv) Staff Quarter - III- 15
 - (v) Staff Quarter- IV- 25
 - (vi) Menial Quarter- 04
 - (vii) Center kitchen / Dining (300 Capacity)

6. Big Storage/ Ware House Cum/ Work Shop (30'X60')X2

7. Cricket Stadium (Forty Thousand Capacity)

- (a) Guest House (Suit type) 15 Rooms
- (b) Pavilions
- (c) Administrative Building
- (d) Sports Complex
- (e) Club etc.

NOTE- Quantification of different areas shall be decided by the Consultant based on them research and expertise.

APPENDICES

APPENDIX-I - TECHNICAL PROPOSAL

Form - 1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Secretary

Building Construction Department

Vishveshwariya Bhawan,

Bailey Road,

Patna - 800 015 (India)

Sub: Appointment of Consultants for Master planning and comprehensive architectural services for proposed sports academy and cricket stadium at Rajgir, Bihar

Dear Sir,

With reference to your RFP Document dated _____, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for appointment of Consultants for Preparing the comprehensive planning for lay-out of proposed sports infrastructure and interior design.

The proposal is unconditional and unqualified.

All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

This statement is made for the express purpose of appointment of Consultant for the aforesaid Project.

I/We shall make available to BCD any additional information it may find necessary or require to supplement or authenticate the Proposal.

I/We acknowledge the right of BCD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by BCD;

I/We do not have any conflict of interest in accordance with **Clause 2.2.6** of the RFP Document;

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

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practice, as defined in **Clause 4.1.1.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BCD or any other public sector enterprise or any government, Central or State; and

I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Clause 4** of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with **Clause 5.1.1.2** of the RFP document.

I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

I/We hereby irrevocably waives any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BCD and / or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

The Bid Security of Rs. ----- (Rupees -----) in the form of a Demand Draft is attached, in accordance with the RFP document.

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.

I/We agree to keep this offer valid for _____ (_____) days from the Proposal Due Date specified in RFP.

A Power of attorney in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in **Form 4**.

In the event of my/our being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the format **Schedule – II** of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory) (Name and seal of the Applicant / Lead Member)

Note:

The cost of RFP document [Rs.1000/-] has been remitted through demand draft no _____dated _____drawn on _____ (Name of Bank) in favor Secretary, Building Construction Department Payable at Patna.

Form - 2

Particulars of the Applicant

| | |
|--|--|
| | <p>Title of Consultancy: Appointment of Consultants for Master planning and comprehensive architectural services for proposed sports academy and cricket stadium at</p> |
| | <p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead member of Consortium</p> |
| | <p>State the following: Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation: Registered address: Year of Incorporation:</p> <p>Year of commencement of business: Principal place of business:</p> <p>Particulars of individual(s) who will serve as the point of contact/communication with BCD:</p> <p>(a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number: (f) E-Mail Address : (g) Fax Number:</p> <p>Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. :</p> |

| | |
|--|--|
| | <p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p> |
| | <p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian company, does the company have business presence in India? - Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for the poor quality of work in the last five years? - Yes/No</p> <p>iii) Has the Applicant/ member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years? - Yes/No</p> <p>iv) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years? - Yes/No</p> <p>v) Has the Applicant or any of the members, in case of a consortium, suffered bankruptcy/ insolvency in the last five years? - Yes/No</p> <p>Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment.</p> |

Form - 3

Brief Description of the Company Including Details of Its Main Lines of Business

Form - 4

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

Secretary

Building Construction Department

Vishveshwariya Bhawan, Bailey Road,

Patna - 800 015 (India)

Sub: Appointment of Consultants for Master planning and comprehensive architectural services for proposed sports academy and cricket stadium at Rajgir, Bihar

Dear Sir,

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid out in the RFP process.

We have agreed that _____ (insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that _____ (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorized Signatory

For and on behalf of

*Please strike out whichever is not applicable

Form - 5

Power of Attorney

Know all men by these presents, We, _____(name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the consultants for Preparing the comprehensive planning for lay-out of sports infrastructure and interior design at rajgir to be undertaken by the BCD including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to BCD, representing us in all matters before BCD, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with BCD in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with BCD.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____ 200____For_____

(Signature)

(Name, Title and Address)

Witnesses:

1.

[Notarized]

2. Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant: For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Form - 6

Financial Capacity of the Applicant

(Refer Clause 2.2.2)

| S. No. | Financial Year | Annual Revenue (Rs./US \$ in million) |
|--------|----------------|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

Note:

Please attach Audited Annual Financial Statements for all the corresponding years

Form - 7

Particulars of Key Personnel

| Key Professional | Name | Educational Qualification | Length of Professional Experience (years) | Present Employment (Name of the Employer & Employed Since) | Number of Eligible Assignments |
|------------------|------|---------------------------|---|--|--------------------------------|
| Team Leader | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Form - 8

Proposed Methodology and Work Plan

The descriptive part of submission under this will be detailed precisely under the following topics.

Understanding of TOR [not more than Two pages]

The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR.

Proposed Approach [not more than Two pages]

Methodology and Work Plan [not more than two pages]

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Form - 9

Eligible Assignments of Applicant

Please provide information as per the criteria set so as to facilitate fair evaluation
(Refer Clause 2.2.1)

| | | |
|--|----------------------------------|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by your Firm / entity (profiles): |
| Name of Client : | | No. of Staff: |
| Address: | | No. of Staff-Months: Duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Rupees): |
| Name of Associated firm (s) if any : | | No. of Months of Professional Staff provided by Associated firm (s): |
| Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed: | | |
| Narrative description of Project: | | |
| Description of Actual Services provided by your staff: | | |

Notes:

Use separate sheet for each Eligible Project.

Exchange rate should be taken as Rs.48 per US \$ for converting in Indian Rupees.

Form - 10

Please provide information as per the criteria set so as to facilitate fair evaluation
Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position [only one candidate shall be nominated for each position]: ____

2. Name of Firm [Insert name of firm proposing the expert]: _____

3. Name of Expert [*Insert full name*]: _____

4. Date of Birth: _____ **Citizenship:** _

5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. Membership of Professional Associations: _

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]: _____

8. Countries of Work Experience: [List countries where expert has worked in the last ten years]:_

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: ____

10. Employment Record [Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: ____ **To [Year]:** _

Employer: _____

Positions held: _

NOTE: Maximum of 5 pages.

| | |
|---|--|
| Detailed Tasks Assigned [List all tasks to be performed under this assignment] | 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to |
|---|--|

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Proposed international sports academy cum cricket stadium, Rajgir

| | |
|--|--|
| | handle the tasks listed under point 11.] Name of assignment or project: _ Year: ____ Location: _ Client: ____ Main project features: ____ Positions held: ____ Activities performed: ____ |
|--|--|

13. Certification:

| | | |
|---|--------------------------|--------------------------|
| I, the undersigned, certify to the best of my knowledge and belief– | Yes | No |
| (i) this CV correctly describes my qualifications and my experience | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

____ Date: .
 [Signature of expert]¹ Day/Month/Year

Notes:

The Authorized Representative of the Applicant firm shall sign use separate form for each Professional Personnel Each page of the CV in ink. Photocopies will not be considered.

¹ .

Form - 11
Work Program

| Sl. No. | Deliverables as per | Name of Responsible | Week No. | | | | | | | | | | | | | | | | | | | |
|---------|---------------------|---------------------|----------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|--|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 1 | | | | | | | | | | | | | | | | | | | | | | |
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APPENDIX II – FINANCIAL PROPOSAL

Ref. Date:

To,

Secretary

Building Construction Department ,

Vishveshwaraia Bhawan, Bailley Road,

Patna - 800 015 (India)

Sub: Appointment of Consultants for Master planning and comprehensive architectural services for proposed sports academy and cricket stadium at Rajgir, Bihar

Dear Sir,

We have perused the proposal documents, as per the Scope of work as per Schedule I to the RFP Document and other details and are willing to undertake and complete the assignments as per terms and conditions stipulated in the proposal document.

Our offer inclusive of all taxes, incidentals, overheads, traveling expenses, printing and binding of reports, all sundries, all other expenditure for execution of this assignment covering all 'Terms and conditions' (as per this RFP) is Rs _ _____% of project cost(i.e., in words _____). We also agree with the stage-wise and percentage-wise payments as detailed in **draft agreement** of this document. This offer is valid for a period of 90days from the date of opening of the bid (bid due date)

Yours Sincerely

Signature (Authorized Signatory)

Name:

Address:

For and on behalf of