



INFRASTRUCTURE DEVELOPEMENT AUTHORITY

(A Government of Bihar Undertaking)

1st Floor Udyog Bhawan, East Gandhi Maidan, Patna

Email-md@idabihar.com , Web-www.idabihar.com, phone: 0612-2675991, 2675945 Fax: 2675889

EXPRESSION OF INTEREST DOCUMENTS FOR EMPANELMENT OF INDIVIDUAL CONSULTANTS



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Notice Inviting Expression of Interest for Empanelment of Architectural & Design Consultant

The Infrastructure Development Authority (IDA), a Government of Bihar Undertaking situated at 1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna would like to invite (a) registered architectural & Design Companies to participate for the empanelment for the **Provision of Architectural & Design Consultancy for Construction Works related to Infrastructure executed by IDA**, and (b) **Individual Architect** for the empanelment of individual consultants for renovation & interior works executed by IDA, to submit their Expression of Interest (EOI) for three years initially and can be extended on the basis of performance. The EOI & accompanying documents must be submitted till 15.00 Hrs. on 10.03.2016 and in sealed envelope addressing Managing Director, IDA clearly mentioning the EOI for empanelment of architectural and design consultancy or for empanelment of individual consultant as the case may be. For any clarification Executive Engineer_(PDA) may be contacted on Mob. No. 08578820908.

Sd/-

Executive Engineer **(PDA)**

Details:

1. The EOI may be dropped in the tender box of IDA or may be sent through post on the Address - **Managing Director, Infrastructure Development Authority, 1st Floor Udyog Bhawan, East Gandhi Maidan, Patna-800004 (Bihar).**
2. The EOI received after schedule date & time of submission can not be accepted.
3. The EOI documents can be seen/ downloaded from our website www.idabihar.com or may be obtained from the office from 22.02.2016 to 8.03.2016 till 15.30 Hrs. on payment of Rs. 5000/- (Non Refundable) for each empanelment in form of bank draft from scheduled /nationalized bank in favour of Infrastructure Development Authority, payable at Patna.
4. Interested Companies/ Individuals downloading EOI documents from the website may submit the bank draft of Rs. 5000/- along with the EOI.
5. The EOI should be submitted in two bids systems (Technical and Financial separately in one cover envelope).
6. Pre Bid Meeting will be held on 04.03.2016 At 11.00 am in the Conference Hall of IDA.
7. IDA reserves the right to accept or reject any or all EOI without assigning any reason.

Executive Engineer **(PDA)**

Letter No. 358/PDA

Dated 16.02.16

Copy To:- 1) Public relation officer for publication on notice board.

2) Computer programmer for uploading on authority website.

Executive Engineer **(PDA)**

SECTION 1
INSTRUCTION TO CONSULTANTS
(ITC)

1. Objectives:

IDA, Patna requires the services of suitably qualified and registered Consultant Companies to provide architectural and design consultancy in order to ensure that construction works are planned, designed and scheduled in accordance with the standard fixed by the National standard and codes to the satisfaction of the IDA. The consultant company will be required to have Team of suitably qualified & experienced engineers and other professionals with modern designing, drawing and planning software and facilities, being competent to carry out all of related duties.

2. Scope of Work: The consultant shall faithfully, expeditiously, economically and honestly perform the following service;

- 2.a.** Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client and IDA and obtaining requirements of projects and attending meetings at site of work or IDA Office, Client's Office as and when required by IDA.
- 2.b.** Preparation and submission of project report based on requirement of project and interaction with IDA/Client and submission of "cost estimates" indicating specifications to be adopted for getting necessary approval from the client.
- 2.c.** Preparation and submission of detailed "plan" of entire complex for obtaining necessary approvals from client wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client.
- 2.d.** Preparation and submission of preliminary drawings, specifications and preliminary cost estimates for each and every project including internal services complete for getting necessary approvals from client wherever required.
- 2.e.** Preparation and submission of detailed Architectural drawings, and specifications suitable for project and releasing to site for getting necessary approval from Client wherever required.
- 2.f.** Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings. Structures suitable for construction and release at site including getting necessary approvals from client.
- 2.g.** Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, HVAC, lifts, telephones, EPABX, public address system, communication, networking, acoustics and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from Client.
- 2.h.** Preparation of designs drawings and documents relating to all works for the project.
- 2.i.** Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and

tender documents for all works required for the project along with 6 sets of drawings for the purposes of inviting tender. Consultant will provide market rate justification in case of non schedule items based on the **patatre** of CPWD market rate analysis/ as per IDA requirements.

- 2.j.** Carrying out all modifications/ deletions/ addition in design/ drawings/ documents as required by client and IDA for proper execution of works at site till completion and handing over of the project to the client.

Periodic supervision on request of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.

- 2.k.** Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client.

3. Eligibility

i. All participants shall furnish the following information:

- (a) experience in works of a similar nature and size for each of the last four years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (b) Information regarding any litigation, current or during the last four years, in which the Bidder is involved, the parties concerned and dispute amount;
- (c) Comprehensive profile of the applicant.
- (d) Provide names, locations reference and contacts with the names of references for these sites.
- (e) Letters of introduction, recommendations, good performance and guarantees from the respective authorities.
- (f) Details of drawing, designing and planning software.
- (g) Proof of registration from architectural council of India/Gov. Organisation/prpper authority.
- (h) Bank draft of R.s. 5000/- (Non Refundable) in favour of Infrastructure Development Authority payable at Patna.

3.ii to qualify for award each bidder in its name should have in the last four years

- (a) satisfactorily completed design consultancy work for project of similar work.

Atleast one project not less than 100 lakhs.

Or

Two projects costing not less than 50 lakhs each

Or

Three Project costing not less than 30 lakhs each

4. Cost of EOI

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

5. Clarification of EOI Documents

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

5.2. Pre-bid meeting

- 5.2.1. The consultant or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in notice.
- 5.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.2.3. The consultant is requested to submit any questions in writing or by **cable** to reach the Employer not later than one week before the meeting.
- 5.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through issue of an **Addendum** not through the minutes of the pre-bid meeting.
6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a consultant.

7. Amendment of Bidding Documents

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

7. PREPARATION OF EOI

7.1. Language of the EOI

7.ii All documents relating to the EOI shall be in English.

8. Documents Comprising the EOI

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

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

- (i) Earnest money of Rs. 0.50 Lakh in form of Bank Guarantee issued by scheduled /nationalized bank.
- (ii) Qualification Information and supporting documents as specified.
- (iii) Certificates, undertakings, affidavits as specified.
- (iv) Undertaking that the bid shall remain valid for the period specified.
- (v) An affidavit affirming the information he has furnished in the EOI document is correct to the best of his knowledge and belief.

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

- (i) Priced Bill of Quantities for items specified.

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

9. Bid Prices

9.1. The consultants shall quote their rates in percentage of the project cost both in words & figures.

9.2. All duties, taxes, and other levies payable by the consultant under the contract or for any other cause shall be included in the rate.

10. EOI Validity

10.1 EOIs shall remain valid for a period not less than 120 days after the deadline date for EOI submission . A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in EOI validity period between that given in the undertaking and the Form of EOI submitted by the consultant, the latter shall be deemed to stand corrected in accordance with the former and the consultant has to provide for any additional security that is required.

10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the consultant may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EOI security. A consultant agreeing to the request will not be required or permitted to modify his EOI but will be required to extend the validity of his EOI security for a period of the extension.

11. Earnest Money

11.1 The consultants shall furnish a security of Rs. 0.50 lakh in favour of IDA in form of unconditional Bank guarantee from any schedule Indian Bank/nationalized bank issued

within the state in the format given in EOI document (If issued from any bank outside the state will be converted to any bank within the state before executing the agreement)

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

12. Alternative Proposals by consultant

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

13. Format and Signing of EOI

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

14. Sealing and Marking of EOIs

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

- Technical part: To be opened on 14.03.2016 at 4.00 PM (date of Technical part opening) in the presence of Evaluation Committee.
- Financial part: Not to be opened except with the approval of Evaluation Committee.

The contents of Technical and Financial parts will be as specified.

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

15. Deadline for Submission of the EOI

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

16. Late Bids

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

17. EOI Opening

- 17.1. The Employer will open all the EOIs received (except those received late), including modifications made, in the presence of the consultant or their representatives who choose to attend at time, date and the place specified. In the event of the specified date of EOI opening being declared a holiday for the Employer, the EOIs will be opened at the appointed time and location on the next working day.
- 17.2. If any of the participants or their agents is not present at the time of opening, the employer will open the EOI in their absence and prepare a statement and that will be binding on the absent participants.
- 17.3. The envelope containing "Technical part" shall be opened. The amount, form and validity of the Earnest money furnished with each EOI will be announced. If the EOI security furnished does not conform to the amount and validity period as specified in the Invitation for EOI, and has not been furnished in the form specified in Clause 16, the remaining technical part and the sealed financial part will be returned to the consultant.
- 17.4. (i) Subject to confirmation of the EOI security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.

- (ii) After receipt of confirmation of the EOI security, the consultant will be asked in writing (usually within 10 days of opening of the Technical part) to clarify or modify his technical part, if necessary, with respect to any rectifiable defects.
 - (iii) The consultant will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial part (usually on the 21st day of opening of the Technical Bid)
 - (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 17.5. At the time of opening of "Financial part", the names of the consultant were found responsive will be announced. The EOIs of only these consultants will be opened. The remaining EOIs will be returned to the consultant unopened. **The responsive consultant ' names, the EOI prices, the total amount of each EOI, any discounts, EOI Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any EOI price or discount, which is not read out and recorded will not be taken into account in EOI evaluation.**
- 17.6. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present.

18. Process to be Confidential

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

19. Evaluation and Comparison of Financial Bids

- 19.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive.

F. AWARD OF CONTRACT

20. Award Criteria

- 20.1. **The lowest rate obtained amongst technically qualifying consultants and if required by subsequent negotiation will be the rate for all successful consultants.**

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

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

22. Corrupt or Fraudulent Practices

- 22.1. The Employer will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare them firm ineligible, either indefinitely or for a

stated period of time, to be awarded a contract with any other agencies, if it at any time determines that they firm have engaged in corrupt or fraudulent practices in competing for the empanelment.

G. APPENDIX to ITC

1. Name of the Employer- Infrsasructure Development Authority, Patna

1.	Value of project (experience) as indicated in EOI		I.T.C
2.	The pre-bid meeting will take place at 04.03.2016 at 11.00 AM Hrs. At Infrastructure Development Authority, 1st Floor Udyog Bhawan, East Gandhi Maidan, Patna-800004 (Bihar).		
3.	The technical bid will be opened at 14.03.2016 at 4.00 PM (address of the venue) on IDA Office, Patna (time and date)		
4.	Address of the Employer IDA, 1 st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna		
5.	Identification: - EOI document for empanelment of individual consultants for work in state of Bihar and outside Bihar. - EOI reference No 03/EOI/IDA/16 (insert number) - Do not open before 14.03.2016 at 4:00 pm(time and date)		
6.	Rates may be submitted in percentage over the project cost.		
7.	The EOI should be submitted latest by 10.03.2016 till 3.00 PM (date and		
8.	The Technical Proposal will be opened at IDA Office Patna (place) on 14.03.2016 at 4.00 PM (time and date)		
9.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)		

	<u>Year before</u>	<u>Multiply factor</u>		
	One	1.1		
	Two	1.21		
	Three	1.33		
	Four	1.46		

2. Additional Requirements

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

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

AFFIDAVIT

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

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

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

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

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

4.0.0 Payment of Consultancy Fees - As mentioned

Consultancy Fee for Architectural and Design Consultants

Class	Items	Rates (To be quoted)
1	Architecture and design consultancy upto 10 (Ten) Crores

Note: The above fee should be inclusive of all Taxes.

5.0.0 Mode of payment

On completion of work as under

- Submission of concept Plan and PPR (Preliminary Project Report)- 5% of the total fee.
- After approval of the PPR Plan-upto 10% of the total fee.
- On submission of drawings the detail estimate along with BOQ as per prevailing schedule of rate of building Construction Department/CPWD/DSR/Analyzed Rate (In case of non scheduled items)- upto 60 % of the total fee.
- After successful completion of the project and submission of completion drawing-upto 100% of the total fee.

6. Terms and Conditions

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

6.3. Payment toward Visits

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

- 6.4. The Consultant shall prepare necessary and walk through presentation. If required, in connection with approvals of schemes prepared by them from Client etc. The cost of walk through presentation shall not be paid extra by IDA.
- 6.5. If at any time afteraward/start of work the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out. IDA shall give notice in writing to this effect to the consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 6.6. The consultant shall supply free of charge to IDA, the following documents:
- i. Six numbers of copies of project report.
 - ii. Six sets of preliminary drawings, measurement sheets and estimates to be submitted to Client.
 - iii. Six sets of complete detailed drawings including supply of drawings incorporating subsequent modifications/ revision, if any.
 - iv. Six sets of each of all working drawings related to projects based on the approved drawings including supply of drawings incorporating modifications/ revisions if any.
 - v. Six sets of detailed estimates and rate analysis of all works.
 - vi. Adequate number of additional drawings and other documents needed for proper execution of works.
 - vii. Six sets of completion drawings and detailed documents.

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

6.7. The Consultant will require to following “Time Schedule” for DPR as under:-

Project cost upto Rs. 10 (Ten) Crores	submission of PPR-15 days from date of order
	submission of DPR-30 days from date of communication of approval of PPR

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

6.8. All design and drawing shall be the property of IDA and the name & LOGO of IDA shall be predominantly displayed on all the drawings and documents as Prime Consultant”. The originals of approved completion drawings are on good quality reproducible on tracing paper. The propriety rights of design shall remain with IDA.

6.9. The consultant shall be fully responsible for evolving safe; economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on State Govt./CPWD/DSR Specification on latest ISI codes of practices, legislation, other relevant by-laws and good engineering practices. The bills of quantities and specifications shall be as per State Govt. SOR/DSR/CPWD/Market rate, as desired by IDA or client.

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

6.11. The consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details/drawings given by the consultants, should not exceeded by 3% (Three Percent) of the quantities/cost given by him at detailed project report stage on the basis of which the project cost is approved by the client. In case IDA has to incur extra expenses due to execution of extra quantities/ additional work (not paid by client) to complete the project, the same shall be recovered from the consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees.

However the above guarantee by consultant on quantity variation of 3% on the understanding that basis parameters as considered by consultant during the preliminary project report stage remains unchanged. In case there is a major change in basis parameters, which could affect the quantities, the consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between IDA and consultant at that stage. Nothing extra shall be payable to the Consultants in this regard and same is deemed to be included within the fee agreed by Consultant.

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

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

6.14. Termination

The agreement may be terminated at any time by IDA upon one month's notice in writing being given to Consultant, if the consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of consultant's work not being satisfactory, IDA will get the work done at the risk and cost of the consultant and performance Guarantee/ and security money shall be forfeited.

6.15. **Penalty**

In case the consultant fails to complete the work within the contract period or extended period mentioned above owing to reasons attributable to consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the consultant. IDA shall be entitled to deduct such damages from the dues that may be payable to the consultant. **In case the PPR/DPR submitted by the consultant found faulty or defective at the any stage of the execution of work penalty @10% of total fee shall be imposed on consultant.**

6.16. **Force Majeure Clause**

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

7.0 **Arbitration**

In this event of any question, dispute and difference whatsoever arising under the agreement or in connection there-with including any question relating to existence. Meaning and interpretation of the agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between consultant and IDA with reference to and in context of the agreement falling which the same will be referred to the Sole Arbitration of any arbitrator appointed by the Managing Director, IDA whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these Paras. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Managing Director, IDA as aforesaid.

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

9.0 That the consultant shall not at any time, in any fashion, form or manner, either directly or indirectly divulge, disclose or communicate to any person, firm corporation, institution or organization in any manner whatsoever any information of any kind, nature or description concerning a matter affecting or relating to the work/project of the First Party of any nature except as provided and required under the law of the land or when interest of the second party so requires or with written permission of the First Party. This clause shall be applicable even after completion/termination of the contract.

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

SECTION 8
SECURITIES AND OTHER FORMS
(To be filled by Bidder/Employer)
EOI SECURITY (BANK GUARANTEE)

WHEREAS, _____[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____[date] for the construction of _____[name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____
[name of Bank] of _____ [name of country] having our registered office at _____(hereinafter called "the Bank") are bound unto _____[name of Employer](hereinafter called "the Employer") in the sum of _____*for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____,20____.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his

demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- * 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE