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

EXPRESSION OF INTEREST (EOI)

-cum-

REQUEST FOR PROPOSAL (RFP)

for

EMPANELMENT OF CONSULTANT

for

COMPREHENSIVE ARCHITECTURAL

&

ENGINEERING CONSULTANCY SERVICES

INFRASTRUCTURE DEVELOPEMENT AUTHORITY

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Notice No. 35/EOI/IDA/26

Expression of Interest (EOI)-cum-Request for proposal (RFP) for Empanelment of Consultant for Architectural & Engineering Consultancy Services of Infrastructure Development Authority, Patna, Bihar

Infrastructure Development Authority (IDA) invites Expression of interest (EOI)-cum-Request for proposal (R.F.P.) from qualified, experienced and financially sound consultancy firms/consultants/Architect for Empanelment of Consultants for three years in the following categories for Architectural & Engineering Consultancy services of Infrastructure Development Authority, Patna, Bihar.

Category	Empanelment limit (Project Cost Between in Rs. Crore)	Cost of EOI cum RFP Document, Rs.	Earnest Money Deposit (EMD) Amount, Rs.
Category C	Above 25 Cr to 50 Cr	10,000.00	1,50,000.00
Category F	Repair and Renovation of existing buildings & misc. works of any amount	10,000.00	1,00,000.00

SCHEDULE:

Sl.No.	Particular	Details
1	Date of Issue of EOI-cum-RFP	24.11.2026
2	Web address to download the EOI-cum-RFP	www.idabihar.com
3	Last date of receipt of pre-bid query through e-mail ID only (e-mail ID: eepda-ida-bih@gov.in & dirpi-ida-bih@gov.in)	04.12.2026
4	Date & Time of pre-bid meeting	05.12.2026 at 12.00 AM at the conference hall of IDA, Patna Office.
5	Last Date & Time of submission of RFP by Speed Post/ Registered Post/ Courier or by Hand (Bid Due Date & Time)	16.12.2026 by 5.00 PM
6	Address where Bidders must sent proposal	Director (PI), Infrastructure Development Authority, First floor, Udyog Bhawan, Gandhi Maidan, Patna, Bihar, PIN- 800 001
7	Date & Time of Opening of Technical Bid	17.12.2026 at 3.00 PM
8	Date & Time of Opening of Financial Bid	To be intimated later to the technically qualified bidders.

This RFP will be a part of previous RFP NIT 25/EOI/IDA/25. Empanelment for other cateogries (Cateogry A, B, D, E) will be done through the NIT 25/EOI/IDA/25 as usual.

Modifications/amendments/corrigendum if any shall be published in the IDA website www.idabihar.com only. IDA reserves the right to reject or accept any or all the EOI-cum-RFP without assigning any reason thereof.

Executive Engineer (P.D.A)
Infrastructure Development Authority

Expression of Interest (EOI)-cum-Request for Proposal (RFP) for Empanelment of Consultant for Architectural & Engineering Consultancy Services of Infrastructure Development Authority, Patna, Bihar

Infrastructure Development Authority (IDA) invites Expression of interest (EOI)-cum-Request for proposal (RFP) from qualified, experienced and financially sound consultancy firms/ company/ consultants for Empanelment of Consultants for three years in different categories for Architectural & Engineering Consultancy services of Infrastructure Development Authority, Patna, Bihar.

EOI-cum-RFP documents can be downloaded from IDA website **www.idabihar.com**. Modifications/ amendments / corrigendum if any shall not be advertised in newspapers but shall be published in the website www.idabihar.com only.

The aim of the EOI-cum-RFP is to empanel consultancy firms/ company in different catrgories for different Infrastructure works of IDA. The Architectural / Design consultant / Firm/ company should have successfully completed Comprehensive Architectural and Engineering Services as a prime consultant for civil construction/town planning/infrastructure and facilities for Central Government/ State Government/Central or State Government Undertaking/State or Central PSU/Institutional building.

The Empanelment of Consultant is proposed in different categories & should meet the following minimum qualifying criteria for getting empanelled.

Category	Empanelmet limit (Project Cost Between in Rs. Crore)	Earnest Money Deposit (EMD) Amount, Rs.	Minimum Annual Turnover in any of the last 05 Financial Years ending 31 March 2026	Past experience in completed similar works during last 5 years ending on 30.11.2026 (Project cost in Rs. Crore) (To fulfill either of three options)		
				Single Project	Two Projects each at least	Three Projects each at least
Category C	Above 25 Cr to 50 Cr	1,50,000.00	37,50,000.00	30.00 Cr	22.50 Cr	15.00 Cr
Category F	Repair and Renovation of existing buildings & misc. works of any amount	1,00,000.00	10,00,000.00	0.50 Cr	0.30 Cr	0.20 Cr

The detailed scope of work for this assignment is available in the EOI-cum-RFP documents. The key dates are given below-

Sl. No	Particular	Details
	Date of Isuue of EOI-cum-RFP	24.11.2026
1	Web Address to download the EOI-cum-RFP	www.idabihar.com
2	Last Date of Receipt of Pre-bid Query through E-mail ID only (Email ID: eepda-ida-bih@gov.in & dirpi-ida-bih@gov.in)	04.12.2026
3	Date & Time of Pre-bid Meeting	05.12.2026 at 12.00 AM at the chamber of Director (PI) IDA, Patna Office.
4	Last Date & Time of Submission of EOI-cum-RFP by Speed Post/ Registered Post/ Courier or by Hand (Bid Due Date & Time)	16.12.2026 by 5.00 PM
5	Address where Bidders must sent proposal	Director (PI), Infrastructure Development Authority, First floor, Udyog Bhawan, Gandhi Maidan, Patna, Bihar, PIN- 800 001
6	Date & Time of Opening of Technical Bid	17.12.2026 at 3.00 PM
7	Date & Time of Opening of Financial Bid	To be intimated later to the technically qualified bidders
8	Duration of Empanelment	03 (Three) Years
9	Cost of EOI-cum-RFP Document	DD of Rs.11,800/- from any Nationalised / Scheduled Bank in favor of Infrastructure Development Authority payable at Patna
10	Validity of Proposal	120 days

24/11/2026

Executive Engineer (P.D.A)
Infrastructure Development Authority

Memo No. 4453/TEN Date. 24/11/26

Copy to:
1. Director (PI)/Director (Admn.)/Director (Fin.) for kind information
2. PRO, IDA for kind information and necessary action.
3. Computer Programmer, IDA for uploading on IDA Website.

24/11/2026

Executive Engineer (P.D.A)
Infrastructure Development Authority

INSTRUCTION TO CONSULTANTS (ITC)

1. **Objectives:**

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

2. Scope of Work:

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

(a) Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client and 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

(b) To conduct site evaluation & analysis, detailed survey and soil investigation & testing for the site of the project with due co-ordination with local IDA enginners.

(c) Preparation and submission of project report based on requirements of project and interaction with IDA/client and submission of "cost estimates" indicating specifications to be adopted for various structures/ services upto satisfaction of the clients for getting necessary approval from the client.

(d) Preparation and submission of "Comprehensive Master Plan" of entire complex/ area for obtaining necessary approvals from client and concerned statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and concerned statutory bodies wherever required.

(e) Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every structure including internal services complete in all respect for getting necessary approvals from client and concerned statutory bodies wherever required.

(f) Preparation and submission of detailed architectural drawings, designs and specifications for structure suitable for construction and releasing to site for getting necessary approval from client wherever required.

(g) Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings, structures suitable for construction and release at site including getting necessary approvals from client.

(h) Preparation and submission of detailed structural designs, drawings, fabrication and erection drawings and detailed bar bending schedule based on approved i.e. vetted design and structural & architectural drawings.

(i) Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, MEP & HVAC system, Lifts, Escalators, telephones, EPABX, Integrated Building Management System (IBMS), public address system, communication, networking, acoustics, facade design/skylight, structural glazing system and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from client.

(j) Preparation of designs, drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, STP, fire hydrants schemes, treatment plants for water and sewerage, waste management, water supply in-take arrangements, roads, streets lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site for getting necessary approvals from client.

(k) Preparation and submission of detailed Bill of Quantities (B.O.Q.), detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses of this EOI along with 6 sets of drawings (Hard & Soft Copies) for the purposes of inviting tender. Consultant will provide market rate (with three quotations of the lowest price on prevailing market rate) justification in case of non schedule items based on the CPWD market rate analysis/ as per IDA requirements.

(l) Carrying out all modifications/ deletions/ additions 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.

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

(n) In case of Renovation/Upgradation/Dismantling of the building structural survey/ audit of existing building, report on structural condition and statbility analysis of the existing building

(o) and submission of structural stability certificate & vetting from any **IIT / NIT / BCD, Bihar**. Requirement of retrofitting of existing building after conducting suitable tests required and will carry out the tests as per codal requirement, will adopt standard procedure and document the findings. Design & drawing of the retrofitting of the building/structure should adhere to the National Building Codes/BIS codes/NDMA guidelines and consistent with the international best practices. Wherever applicable, International Codes may be adopted for design and construction.

(p) Estimate to detailed assessment for dismantling/demolishing of existing building/ structure and market valuation of serviceable/unserviceable materials in its current condition.

(q) The design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.

(r) Liasoning and obtaining requisite approvals / permissions from the Concerned Statutory Authorities prior to commencement and also after successful completion of the work.

(s) Preparation and submission of completion reports, completion drawings (As Built Drawings) and documents along with soft copy for the project as required and acceptable to client/ IDA.

3. **Eligibility**

i. All participants shall furnish the following information:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the EOI to commit the consultant.

(b) total monetary value of design consultancy work performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;

(d) qualifications and experience of key technical personnel proposed for contract;

(e) reports on the financial standing of the consultant, such as profit and loss statements and auditor's reports for the past five years;

(f) Authority to seek references from the Consultant's bankers;

(g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount.

(h) Comprehensive profile of the company.

(i) Information on a minimum of three previous similar contracts for providing design consultancy undertaken by the firm in the last five years.

(j) Provide names, locations reference and contacts with the names of references for these sites.

(k) Provide a clear breakdown of available personnel; and their capacities (Full and verified CVs of company Architectural and Civil, Electrical or Mechanical engineers)

(l) Letters of introduction, recommendations, good performance and guarantees from the respective authorities.

(m) Details of drawing, designing and planning software with trained and qualified professionals

(n) Proof of registration from architectural council of India/Gov. Organisation/proper authority and, Audited financial statements of five years.

(o) Bank draft of R.s. 11,800/- (non-refundable) in favour of **Infrastructure Development Authority payable at Patna**

3.ii Bids from Joint ventures are not acceptable. *

3.iii To qualify for award each bidder in its name should have meet the following minimum qualifying criteria for getting empanelled in different categories -

Category	Empanelmet limit (Project Cost Between in Rs. Crore)	Earnest Money Deposit (EMD) Amount, Rs.	Minimum Annual Turnover in any of the last 05 Financial Years ending 31 March 2026	Past experience in completed similar works during last 5 years ending on 30.11.2026 (Project cost in Rs. Crore) (To fulfill either of three options)		
				Single Project	Two Projects each at least	Three Projects each at least
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Category F	Repair and Renovation of existing buildings & misc. works of any amount	1,00,000.00	10,00,000.00	0.50 Cr	0.30 Cr	0.20 Cr

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

Note: Private sector experience will not be valid.

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.v. Empanelled firm from outside Bihar shall be considered for award of work only when they undertake to have local office at Patna or, have local resident architect and designer (consent to be attached) having sufficient experience & expertise for the period of completion of project or for a period as mutually agreed for desired level of co- ordination.

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

4. Cost of EOI

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

5. Clarification of EOI Documents

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

5.2. Pre-bid meeting

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

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

5.2.3. The consultant is requested to submit any questions in writing or by email to eepda-ida-bih@gov.in & dirpi-ida-bih@gov.in to reach the Employer **not later than 04.12.2026**

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

Employer exclusively through issue of an Addendum not through the minutes of the pre-bid meeting.

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

6. Amendment of Bidding Documents

6.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing corrigendum/addendum.

6.2. Any addendum thus issued shall be part of the EOI documents and shall be communicated in writing or by cable to all the purchasers of the EOI documents.

Prospective consultant shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

6.3. To give prospective consultant reasonable time in which to take an addendum into account in preparing their EOIs, the Employer may, at his discretion, extend as necessary the deadline for submission of EOIs.

7. PREPARATION OF EOI

7.1. **Language of the EOI**

All documents relating to the EOI shall be in English.

8. Documents Comprising the EOI

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

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

(i) Category-wise required Earnest Money Deposit (EMD) Amount in the form of Bank Guarantee issued by scheduled /nationalized bank.

(ii) Qualification Information and supporting documents as specified.

(iii) Certificates, undertakings, affidavits as specified.

(iv) Undertaking that the bid shall remain valid for the period specified.

(v) An affidavit affirming the information he has furnished in the EOI document is correct to the best of his knowledge and belief.

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

(i) Priced Bid.

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

9. Bid Prices

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

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

10. EOI-cum-RFP Validity

10.1 EOIs shall remain valid for a period not less than **120 days** after the deadline date for EOI submission. A bid valid for a shorter period shall be rejected by the Employer as

non-responsive. In case of discrepancy in EOI validity period between that given in the undertaking and the Form of EOI submitted by the consultant, the latter shall be deemed to stand corrected in accordance with the former and the consultant has to provide for any additional security that is required.

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

11. Earnest Money Deposit (EMD) Amount

11.1 The consultants shall furnish Category-wise required Earnest Money Deposit (EMD) Amount in favour of **Infrastructure Development Authority, Patna** in the form of unconditional Bank guarantee from any schedule Indian Bank/nationalized bank issued within the state in the format given in EOI document (If issued from any bank outside the state will be converted to any bank within the state before executing the agreement)

11.2 Bank guarantees issued as security for the EOI shall be valid for 45 days beyond the period of empanelment.

11.3 Any proposal not accompanied by an acceptable Security shall be rejected by the Employer as non-responsive.

11.4 The Earnest money of unsuccessful participants will be returned within 28 days of the end of the EOI validity period specified.

11.5 The Earnest money of the successful consultant will be kept as performance guarantee till the validity of empanelment of 45 days.

11.6. The Earnest money may be forfeited:

(a) if the consultant withdraws the EOI after opening the same during the period of EOI validity;

(b) in the case of a successful consultant, if the Bidder fails within the specified time limit to Sign the Agreement.

12. Alternative Proposals by consultant

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

13. Format and Signing of EOI

13.1. The consultant shall submit one set of the EOI comprising the documents.

13.2. The original and copy of the EOI shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the consultant. All papers of the EOI 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 should be put inside one outer envelope. The marked "Technical part" and "Financial part" will have additional markings as follows.

- **Technical part:** To be opened on **17.12.2026** at 3.00 PM (date of Technical part opening) in the presence of Technical Committee.
- **Financial part:** To be opened after evaluation of technical part and technically successful consultant in the presence of tender committee.
  The contents of Technical and Financial parts will be as specified.

14.2. The inner, outer and separate envelopes containing Technical and Financial parts shall

(a) Be addressed to the Employer.

(b) Bear the identification no of contract as indicated in the notice.

(c) Provide a warning not to open before the specified time and date for bid opening as specified.

14.3. In addition to the identification required in Sub-Clause 14.1 and 14.2, each of the envelopes shall indicate the name and address of the consultant to enable the EOI to be returned unopened in case it is declared late, or the Evaluation Committee declares the EOI as non responsive pursuant.

14.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of the EOI

15.1. Complete EOIs (including Technical and Financial) must be received by the Employer at the address specified not later than the date indicated in notice. In the event of the specified date

for the submission of EOIs declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

15.2. The Employer may extend the deadline for submission of EOIs by issuing an amendment in which case all rights and obligations of the Employer and the consultant previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

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

17. EOI Opening

17.1 The Employer will open all the EOIs received (except those received late), including modifications made, in the presence of the consultant or their representatives who choose to attend at time, date and the place specified In the event of the specified date of EOI opening being declared a holiday for the Employer, the EOIs will be opened at the appointed time and location on the next working day.

17.2. If any of the participants or their agents is not present at the time of opening, the employer will open the EOI in their absence and prepare a statement and that will be binding on the absent participants.

17.3. The envelope containing "Technical part" shall be opened. The amount, form and validity of the Earnest money furnished with each EOI will be announced. If the EOI

security furnished does not conform to the amount and validity period as specified in the Invitation for EOI, and has not been furnished in the form specified in Clause 16,

the remaining technical part and the sealed financial part will be returned to the consultant.

17.4. (i) Subject to confirmation of the EOI security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.

(ii) After receipt of confirmation of the EOI security, the consultant will be asked in writing (usually within 07 days of opening of the technical part) to clarify or modify his technical part, if necessary, with respect to any rectifiable defects.

(iii) The consultant will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the financial part.

(iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

17.5. At the time of opening of "Financial part", the names of the consultant found responsive will be announced. The EOIs of only these consultants will be opened. The remaining EOIs will be returned to the consultant unopened. The responsive consultant ' names, the EOI prices,

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

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

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

18. Process to be Confidential

18.1. Information relating to the examination, clarification, evaluation and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to

consultant or any other persons not officially concerned with such process until the award to the successful consultant has been announced. Any effort by a consultant to

influence the Employer's processing of EOIs or award decisions may result in the rejection of his EOI.

19. Evaluation and Comparison of Financial Bids

19.1. 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 will be the rate for all successful consultants.

21. ALLOTMENT OF WORK:

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

21.2. The work will be allotted to the successful Consultants/Architects, who emerges the lowest bidder in the tender. The tender will be invited in single bid (financial only) from empanelled consultants.

The details of the same will be stipulated in the limited tender proposed to be invited by IDA, Patna

21.3. IDA, Patna also reserves the right to allot the work to any of the empanelled Consultants/Architects after giving due consideration to the suitability and competence of the Consultants/ Architects to handle jobs, with due regard to their proven track record, which shall be reviewed by IDA, Patna, as found necessary, from time to time.

22. PERIOD OF EMPANELMENT:

22.1. The empanelment of the Architects/ Consultants will be for a period of 3 (Three) Years from the date of empanelment. However, IDA, Patna reserves the rights to cancel the empanelment of any or all the consultant(s) and request afresh proposal for empanelment at any time.

22.2. IDA, PATNA reserves the right to extend the period of empanelment of consultants for further period by mutual consent depending on the requirement and performance of the consultant. The decision of MD, IDA in this regard would be final.

22.3. The empanelment of the Consultants/Architects will remain in force for the purpose of completion of all works ordered during the currency of the empanelment until they have been completed.

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

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

24. Corrupt or Fraudulent Practices

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

G. APPENDIX to ITC

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

2. The last five years
   2021- 2022
   2022- 2023
   2023- 2024
   2024- 2025
   2025- 2026

1.	This annual financial turn over- as indicated in EOI	
2.	Value of project (experience) as indicated in EOI	
3.	The pre-bid meeting will take place at **05.12.2026** at 12.00 am at the chamber of Director (PI) Infrastructure Development Authority, 1st floor Udyog Bhawan, East Gandhi Maidan, Patna.	
4.	The technical bid will be opened at **17.12.2026** at 3.00 PM (address of the venue) on IDA Office, Patna (time and date)	
5.	Address of the Employer IDA, 1st Floor, Udyog Bhawan, East of Gandhi Maidan, Patna	
6.	Identification: EOI document for empanelment of architectural & design consultants for work in state of Bihar and outside Bihar. EOI reference No. 35/EOI/IDA/26(insert number) Do not open before 17.12.2026 at 3:00 pm (time and date)	
8.	The EOI should be submitted latest by **16.12.2026** till 5.00 PM	
9.	The Technical Proposal will be opened at IDA Office Patna (place) on 17.12.2026 at 3.00 PM (time and date)	
10.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)	

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

SECTION 2

QUALIFICATION INFORMARION

(To be filled in by consultant)

QUALIFICATION INFORMATION

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

1. For Architects & Design consultant

1.1 Constitution or legal status of consultant

(Attach copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

(Attach)

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

2021- 2022

2022- 2023

2023- 2024

2024- 2025

2025- 2026

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

Project Cost	Name of the Employer	Description of work	Contract No.	Value of Consultancy(Rs. In Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion *	Remarks explaining reasons for delay & work completed)

List of In House Key Personnel

S. No.	Personal	Qualification	University/ Institution	Experience

Note: Supporting documents may be attached.

Key Personnels/Associates to be deployed

S. No.	Personal	Qualification	University/ Institution	Experience

Note : Supporting documents and acceptance may be attached.

Qualification of Technical Staff (minimum requirement) under Category C

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

Qualification of Technical Staff (minimum requirement) under Category –F

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

2. Additional Requirements

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

(i) Affidavit

(ii) Undertaking

(iii) Update of original prequalification application

(iv) Copy of original prequalification application

(v) Copy of prequalification letter

AFFIDAVIT

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

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

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

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

_____

(Signed by an Authorised Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

SECTION 3

1.0.0 Payment of Consultancy Fees - As mentioned

Consultancy Fee for Architectural and Engineering Services:

Category	Items	Unit	Rate (in figures)	Rate (in words)
C	Architectural and Engineering Consultancy Fee for Project Cost Above Rs. 25 (Twenty-Five) Crore to Rs. 50 (Fifty) Crore.	Percentage of Project Cost		
F	Architectural and Engineering Consultancy Fee for Repair and Renovation/upgradtion of existing buildings & misc. work of any amount.	Percentage of Project Cost		

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

Note:

1. In case of difference in word and figure rate written in word will be considered.
2. In case of any cutting/overwriting it should be duly countersigned.
3. If rate column is left blank by any applicant the financial bid will be treated as invalid.

2.0. Mode of payment:

On completion of work as under and after getting administrative approval from competent authority. Milestone payment schedule for various activities are as under:

SL. No.	Milestone Achieved	Extent of Payment/ Percentage of Payable Fee
1	On Submitting Conceptual Project Report including Detailed Survey, Site (Layout) Plan of buildings and services, concept drawings of all buildings, Models/ Perspective views/ walkthrough etc. Preliminary Estimate, giving Presentations on the schemes to IDA/Client and incorporating modifications, if any, Obtaining its approval from IDA/client.	**10% (Ten Percent)**
2	On Submitting Detailed Project Report (DPR) including soil test report, all drawings of architectural, structural, internal and external utility services, finishing schedules, Valuation of existing building etc., indicating complete scope, obtaining its approval from IDA/client, if required. Submission of Detailed design calculations/ take-off sheets, complete Tender Documents including BOQ, Technical Specifications, List of recommended makes, Drawings, Analysis of Rates, Detailed Estimate indicating cost separately for each sub-head. Submission of Vetted Design & Drawings/Structural Stability Test Report from any **IIT / NIT / BCD, Bihar**.	**Upto 50% (Fifty Percent)**
3	On Submitting Working /Good for Construction (GFC) Drawings and details required for commencement of work at site.	**Upto 60% (Sixty Percent)**
4	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	**Upto 80% (Eighty Percent)**
5	After successful Completion of the Project and Submission of Completion Drawings (As Built Drawings) in 2 copies with Hard Copies & Soft Copies	**Upto 100% (One Hundred Percent)**

2.1. Repeat Designs

Entire work of the consultant, including all structural drawing, design, specification, BOQ etc. will be copyright of the Infrastructure Development Authority (IDA), Patna.

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

(b) The Fee payable for Repeat Blocks (excluding original block) would be 35% (Thirty five percent) only of the Fee of the original block for each repetition at site /sites. Type plan for repetition of different building blocks shall be used to optimum extent unless a new plan is required as per site conditions.

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

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

(a) The actual cost of the project on completion; or

(b) PPR cost (original estimate) approved by IDA/Client; or

(c) Estimated cost of the project put to tender.

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

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

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

3. Terms and Conditions

(a) The consultant E.M.D. shall be converted to performance guarantee of the Agreement/ this bank guarantee shall remain valid till agreement period plus 45 days.

(b) The Consultant undertakes to design, redesign, modify and make changes in the design. Drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by IDA Proof Consultant and client and as required for completion, trial run, defect

liability period and handling over of the project to client, within the fees agreed by the Consultant and nothing extra shall be payable to the Consultant in this regard.

4.0. Payment Towards Visits

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

4.1. The Consultant shall prepare necessary models and walk through presentation. If required, in connection with approvals of schemes prepared by them from Client/ Statutory bodies etc. The cost of model & walk through presentation shall not be paid extra by IDA.

4.2. If at any time after award/start of work the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out.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 of part of the work.

4.3. The consultant shall supply free of charge to IDA, the following documents:

I. Four Numbers Copies of Project Report.

II. Four sets of preliminary drawings, measurement sheets and estimates to be submitted to Client/IDA.

III. Four sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications/ revision, if any.

IV. Four sets of each of all working drawings for Architectural Structural, Public Health, Electrical Mechanical, Fabrication, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications/ revisions if any.

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

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

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

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

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

Category C	Architectural and Engineering Consultancy for Project Cost Above Rs. 25 (Twenty-five) Crore to Rs. 50 (Fifty) Crore.	Submission of PPR-15 days from date of order or as per requirement of I.D.A.
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of I.D.A.
Category F	Architectural and Engineering Consultancy for Repair and Renovation/upgradtion of existing buildings & Misc. work of any amount.	Submission of PPR-15 days from date of order or as per requirement of I.D.A.
		Submission of DPR-30 days from date of communication of approval of PPR or as per requirement of I.D.A.

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

4.5. 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.

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

4.7. The Consultant will give undertaking that all drawings, design, specifications, plans estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economical design and adopt specification so as to ensure that the estimates approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed, in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to 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.

4.8. The consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details/drawings given by the consultants, should not exceeded by 05 % (Five Percent) of the quantities/cost given by him at detailed project report stage on the basis of which the project cost is approved by the client. In case 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 05 % on the understanding that basis parameters as considered by consultant during the preliminary

project report stage remains unchanged. In case there is a major change in basis parameters, which could affect the quantities, the consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the

sanction stage. Final decision in this matter will be taken as per discussions between 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.

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

4.10. The statutory deduction of income tax, or other taxes/ dues shall be made from the payment released to consultant time to time. An amount equal to 10% of the billed value will

be deducted at source as security deposit and will be refunded on successful completion of the project.

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

4.12. EXECUTION OF THE ASSIGNMENT:

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

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

III. If at any time after award/ start of work, the IDA 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/Architect and the Consultant/Architect shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work. However, the Consultant/Architect shall be entitled to the payment of appropriate percentage due on actual cost of work completed.

5.0. PENALTY

I. Penalty for delay: -

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

II. Penalty for defective PPR/DPR

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

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

6.0. TERMINATION:

(I) Termination for defaults:

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

(a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.

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

(c) If the consultant fails in either of the above circumstances, do not cure its failure within a period of thirty (30) days after receipt of the default notice from the client or any such extensions allowed from time to time, under the circumstances that appear reasonable until a conclusion is arrived at that the consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.

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

(e) In the event of the failure on the part of the consultant to complete his work or the clients to give their approval and / or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the

agreements, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The

period of notice to be given to rescind the contract will be 30 days. No payment to the consultant would be done except those which have already been made or which may become payable against the bills of works already submitted as on the date of notice.

(f) In the event, the owner terminate the agreement in whole or in part, pursuant to Para 6.0.I 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.

(h) 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/Security money shall be forfeited.

6.1. Termination for Insolvency:

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

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

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

(d) The Consultant/Architects shall supply to the client free of cost Four sets of final drawings at stage 2 of the agreement, Four sets of all drawings, specifications and other particulars in stages thereafter. The Consultant/Architects shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of IDA.

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

(f) No change shall be made in approved drawings and specifications at site without the consent of the IDA.

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

(h) The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.

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

7. Force Majeure Clause

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.

8.0. 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 failing 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 **Bihar Arbitraral Tribunal Act, 2008** and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these Paras. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Managing Director, IDA as aforesaid.

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

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

permission of the First Party. This clause shall be applicable even after completion/termination of the contract.

III. That the second party shall not make any commitment or contracts on behalf of the 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.

9.0. JURISDICTION

All disputes arising out of empanelment or the works assigned to consultants shall have the jurisdication of Patna Court only.

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