



Bihar Medical Services & Infrastructure Corporation Limited, Patna

A Govt. of Bihar Undertaking

4th Floor, BSBCCL Building, Hospital Road, Shastri Nagar, Patna

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NOTICE INVITING EXPRESSION OF INTEREST CUM REQUEST FOR PROPOSAL (RFP)

For Empanelment of Architect Consultant in BMSICL

N.I.T No.-BMSICL/Infra/03/2021, Date.-25/01/2021

(Through E-Procurement Mode Only)

Bihar Medical Services & Infrastructure Corporation Ltd (BMSICL), Patna invites **Expression Of Interest Cum Request For Proposal (RFP)** through e-procurement process from Reputed Architects and firms for empanelment for the Projects to be taken up by BMSICL. The empanelment of consultant is proposed in different categories based on, among other things, their experience, capabilities etc.

2. Scope of Work:

The Scope of work under this Comprehensive Architectural and Engineering Consultancy Services includes preparation of PPR, DPR, Submission of Architectural Drawing, Surveying, Submission of external Design and Drawing, Mechanical Design and Drawing, Medical/Non Medical Design and Drawing & sanitary works, electrical works (LT & HT), site development, boundary wall, sewage treatment plant, fire detection, fire alarm and suppression, CCTV, landscaping, Medical/NonMedical Furniture and MGPS etc for following categories:-

Sl. No.	Category	Cost of RFP Document (In Rs.)	EMD (In Rs.)	Bid Processing Fee	Period of Empanelment
1.	Category A- More than 50,000 sqm. Plinth area	10,000/-	2,00,000/-	1,180/-	3 Yrs.
2.	Category B- More than 5,000 sqm and upto 50,000 sqm. Plinth area	10,000/-	1,00,000/-	1,180/-	3 Yrs.
3.	Category C- Upto 5,000 sqm. Plinth area	10,000/-	50,000/-	1,180/-	3 Yrs.
4.	Category D- Repair and renovation of existing health facility	5,000/-	25,000/-	1,180/-	3 Yrs.

3. Tender Schedule:

Sl. No.	Activity	Date
1.	Period of Sale of Tender document (Download)	Upto 16.02.2021 15:00 hrs.
2.	Date, Time and Place of Pre-Bid meeting	27.01.2021 at 11.00 hrs. in the office of BMSICL.
3.	Last Date and time for receipt (upload) of Tender	17.02.2021 upto 17:00 hrs. on website.
4.	Date/Time for submission of Original/Hard Copy of Tender Fee, EMD and Tender documents.	19.02.2021 upto 15.00 hrs. in the office of BMSICL.
5.	Date/Time and Place for Opening of Tender	19.02.2021 at 15.30 hrs.
6.	Date/Time and Place for Opening of Financial Bid	To be informed later.

4. General Instructions:-

- (1) The details of eligibility condition and other criteria can be seen in the tender document downloaded from the website of www.eproc2.bihar.gov.in.
- (2) The tender should be submitted through e-tendering/e-Procurement portal only. No other form of tender submission will be valid for evaluation.
- (3) The cost of Tender document as mentioned above shall be paid in the form of Bank Draft issued from any Nationalized/Scheduled bank in India and drawn in favour of **M.D.Bihar Medical Services and**

Infrastructure Corporation Limited, Payable at Patna. Original Bank Draft will have to be deposited along with hard copy of Tender document in the office of BMSICL as per tender schedule.

(4) The required amount of earnest money is acceptable either in the form of Bank Draft or Bank Guarantee in proper format issued by any Nationalized/Schedule Bank issued in favour of **M.D.Bihar Medical Services and Infrastructure Corporation Limited, Payable at Patna.** *The original earnest money will have to be deposited along with the hard copy of Tender Document in the office of as per tender schedule, failing which Tender will be rejected. The earnest money deposited in any other form shall not be acceptable.*

(5) The Bid Processing fee is to be deposited by the bidder through Net Banking i.e. RTGS/NEFT/Debit Card directly to service provider. The Tenderer must ensure that the payment is made before schedule time.

(6) No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.

(7) Corrigendum/Addendum, if any, will be published on the website of BMSICL (www.bmsicl.gov.in)/www.eproc2.bihar.gov.in.

(8) Any clarification regarding the above work can be had from the office of the undersigned on working days. For clarification regarding the e-Tendering process, e-Procurement help desk, Bihar may be contacted.

(9) Managing Director, BMSICL reserves the right to reject any or all the Tenders without assigning any reason.

C.G.M. (Project)
BMSICL, Patna

TERMS OF REFERENCE (TOR) FOR ARCHITECT-CONSULTANTS

1. INTRODUCTION

Government of Bihar (GoB) is committed to provide timely and effective Health Care Services to the people of Bihar. A majority of the people of Bihar usually depend on Public/Government Health Care Delivery Systems to address their preventive and curative health needs. Optimal availability of good quality drugs procured at competitive prices, quality provision of health related services and proper construction and maintenance of health facilities are of paramount importance for better Health Care Delivery. In such a scenario, the financing and supply of drugs, services, etc. for government health services has become one of the key concerns for GoB.

To meet the above mentioned objectives in professional manner GoB has set up the Bihar Medical Services & Infrastructure Corporation (BMSIC) under the aegis of the Department of Health and Family Welfare (DoHFW). BMSIC is incorporated under the Companies Act, 1956 and is responsible for the procurement of quality drugs, equipment's, services and works for the DoHFW.

The overall objective of BMSIC is to improve the performance of the health care system through systematic improvements in the quality, effectiveness and coverage of health services through proper infrastructure. The mandate for BMSIC is to strengthen the present Public Health Infrastructure in Bihar and build new health related infrastructure as per the plans and programmes of the Government of Bihar.

2. OBJECTIVES

BMSICL requires the services of suitably qualified and registered Architects & Consultants to provide comprehensive Architectural & Engineering Consultancy Services including preparation of Plans, Designs, Interior Designs, Estimates of Cost, Tender document etc for various health related Infrastructure Works in Bihar.

3. SCOPE OF SERVICES

- I. PPR-Preparation of preliminary drawings, after preliminary survey modifying as per client's instructions and then submitting the final Architectural Drawings and cross sectional drawing and two side elevation along with 3d view and rough cost estimate based on CPWD Plinth area rate/Analysed rate or market rate.
- II. DPR- Submission of Architectural Drawing after carrying out field survey (Table survey/Total Station Survey, Contour mapping), Structural Design and Drawing, PHE Design and Drawing, Electrification Design and Drawing, Interior Design, Mechanical Design and Drawing, External development and other health infrastructure work including preparation of detailed Estimates, Bill of Quantities, Valuation of existing building etc, Proposal for Utility Shifting and Tender Documents after conducting soil test (required as per scale of the project) in three sets.
- III. Site development, Boundary wall, Driveway, Landscaping drawings will also form part of DPR.
- IV. Detailed Estimates for all the above works.
- V. Helping in obtaining statutory approval wherever required
- VI. Helping in vetting of structural design from institute of repute such as NIT/IIT or any other institute as per direction of client.
- VII. Submission of structural stability certificate from the competent structural engineer.
- VIII. Helping in finalisation of the tender and execution of the agreement.

4. MINIMUM ELIGIBILITY CRITERIA

The Architect consultant / company should meet the following minimum qualifying criteria for different categories limits for getting empanelment with BMSICL:

Category	Empanelment limit (Project Built Area)	Performance security (In Rs.)	Maximum Turnover of consultancy fees in any 1 year during the last 5 years (in Rs. crore)	Experience of completed consultancy services for similar nature of work during the last five years
Category – A	More than 50,000 sqm.	5,00,000	10.00	i. Atleast 1 work of 300 Cr. Or 2 works of 200 Cr. Each or 3 works of 100 Cr. each
Category – B	More than 5,000 sqm and upto 50,000 sqm.	10,000	5.00	ii. Atleast 1 work of 100 Cr. Or 2 works of 65 Cr. Each or 3 works of 35 Cr. Each
Category – C	Upto 5,000 sqm.	50,000	2.00	iii. Atleast 1 work of 15 Cr. Or 2 works of 10 Cr. Each or 3 works of 5 Cr. each
Category - D	Repair and renovation of existing health facility any amount	25,000	0.10	vi. Atleast 1 work of 0.25 Cr. Or 2 works of 0.15Cr. Each or 3 works of 0.10 Cr. each

- The applicant must be in existence as consultant for at least 5 years ending 31.03.2020 for category A to C.
- For Category A to C - Similar work shall mean the bidder should have provided comprehensive architectural services for Health related infrastructure work such as Medical college hospital, stand alone hospital building along with associated services of value as stipulated above.
- For Category D- Similar work shall mean the bidder should have prepared the estimate for any type of building work.
- The financial value related to turn over and project completion value will be indexed @ 10% per annum.

5. EvaluationCriteria:-

The firm shall be weighted on the basis of 100 marks assigned for the credentials (Technical and Financial Capabilities) will be as follows:-

- a. Annual turnover in last **five** years-Maximum 30marks
 - i. 60% marks shall be given if applicant firm fulfills minimum qualifying criteria.
 - ii. 100% marks shall be given if applicants firm fulfills twice the minimum qualifying criteria)
 - iii. In between i and ii on pro-ratabasis
- b. Project Completed (Building Work in last **five** years)- Maximum 40marks.
 - i. 3 marks will be awarded for each completed Govt./Semi Govt./PSU works. Subject to maximum 20marks.
 - ii. 2 marks will be awarded for each completed private work.
- c. Experience of Technical Person-Maximum 15marks.
- d. Experience in the state of Bihar for consulting services in building work-Maximum 5 marks.
- e. Award and Accreditation- 5marks.
- f. Empanelment with Govt./Semi Govt./PSU- maximum 5 marks (1 mark for each valid

empanelment).

On the basis of aforesaid mentioned selection criteria presently only few Architect/Consultant will be selected for empanelment. However empanelment of more Architect/Consultant In future would be at the sole discretion of BMSICL.

6. SpecialConditions

- i. Usually five consultant shall be selected for empanelment for each category, however BMSICL reserves the right to increase/decrease no. of consultant to be empanelled.
- ii. Technical personnel of the firm shall be regular employees of the respective firms. CV's recently signed and dated by the professional staff to be enclosed. BMSICL reserves the right to check the authenticity with the Architect consultant /company.
- iii. The gross annual turnover should be certified by the Chartered Accountant. In case, if no turnover is shown in any year it would be considered as no turn over in that particular year, for working out the average.
- iv. The Proprietor (in case of propriety firm) or at least one of the Partners (in case of partnership firm / Directors (in case of company) should be registered with Council of Architecture, India. The bidder / agencies should have well-established office with sufficient number of Architects, Health Planners, Civil, Structural, Electrical engineer for carrying out the proposed work along with in-house Software & Hardware facilities is required for proper and timely completion of the consultancy Assignment.
- v. All pages of the documents should be signed and stamped by the authorized person of the organization. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and re-writing.
- vi. The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.
- vii. An architect consultant /company qualified for higher category can also participate for tenders of lower category.
- viii. Even though an applicant may satisfy the above requirements, still he would be liable to disqualification if he has:
 - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification documents.
 - b. In case the applicant company is already put on Debar list of BMSICL or black listed by any of government department then the applicant will not be considered for empanelment with BMSICL. The cut off date for deciding empanelment criteria will be date of tender.
 - c. Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer (Canvassing of any kind is prohibited).

7. METHOD OF APPLICATION:

- i. If the Bidder is an individual, the bid document shall be signed by him above his full type written name and should be uploaded on the e-procurement portal.
- ii. If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm should be uploaded on the e-procurement portal.
- iii. If the Bidder is a partnership firm, the application shall be signed by all the partners of the firm above their full type written names and, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the bid document and which shall be uploaded on e-proc portal .
- iv. If the firm is a limited company or a corporation, the documents will be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The architectural consultant / company should also furnish a copy of memorandum of articles of association. The document shall also be uploaded on the e-proc portal.

8. Details to be submitted by the applicants:-

A Technical Bid: Technical bid shall contain the following documents and should be upload on e-proc portal (Scan copy):-

1. D.D./ pay order or Banker's cheque of any scheduled banks towards cost of Document fees for each group of Rs. 10,000 in favour of M.D. BMSICL, Payable at Patna
2. Power of attorney for signing the documents
3. Letter of Transmittal – Form A
4. Structure and organization of Architectural consultant / company – Form B
5. Financial information – Form C
6. Details of similar works during the last 5 years – Form D.
7. Technical Manpower – Form E
8. Empanelment with various government, semi – government / P.S.U or large sector companies – Form F.
9. List of Awards and Accreditation – Form-G
10. Bio-datas of Key personnels
11. An affidavit executed after publication of EOI- Form 'H'

B Financial Bid: The bidder should submit their financial bid on the e-procurement portal only for the category which he wishes to be empaneled.

Note i- For category A to C the price bid for consultancy fee is to be quoted in Rs./Per sqm. of plinth area which shall be excluding GST.

Note ii- For category D the price bid for consultancy fee is to be quoted in Percentage of project cost.

Note iii- The Plinth area will be worked as per IS code 3861 & as per CPWD memo no-29/21/58/WI, dated New Delhi October 1983.

9. SUBMISSION OF BIDS

The E.O.I. should be submitted online only. The Technical Proposal will contain all the above

details alongwith the RFP document fee in the form of Demand Draft of Rs.10,000/- (for category A to C) and Rs. 5,000/- (for category D) which shall be issued in the name of M.D., BMSICL and shall be payable at Patna. The required amount of EMD as stipulated in NIT shall also be submitted either in form of Bank Guarantee or Demand Draft issued in favour of M.D., BMSICL. The envelope containing cost of tender document and EMD fee shall be submitted in original on or before scheduled tender submission date as mentioned in NIT.

The sealed envelopes should be clearly labelled as "**Expression of Interest for Architect-Consultants for category A/B/C/D**", will contain all the required documents along with the Demand Draft/BG and should be delivered by Speed post/courier/by hand, not later than hard copy submission date as mentioned in Notice Inviting Tender or any corrigendum issued regarding this on the following address:-

The Managing Director
Bihar Medical Services & Infrastructure Corporation Ltd (BMSICL)
4thFloor, BSBCCL Building, Shastri Nagar, Patna – 800 023, Bihar, INDIA

10. SELECTION PROCESS

- Technical Evaluation: This will be done on the basis of documentary evidence submitted/uploaded by the bidders/applicant.
- Detailed technical evaluation shall be carried out by Technical Evaluation Committee headed by Chief General Manager (Projects) pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. BMSICL determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The BMSICL shall evaluate the technical proposal also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- Financial proposals of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.
- A bid determined as substantially non-responsive will be rejected by the BMSICL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- The financial bid of only those bidders will be opened who obtain at least 60 marks in technical evaluation. However, BMSICL reserves the right to change this limit on either side without prior information.
- BMSICL has reserves the right to empanel one or more consultant on the lowest offered/negotiated rate.

11. Schedule of payment:-

(i) The consultant shall be paid professional fee in the following stages (For category A to C):-

- Part 1 PPR- 100% of total consultancy fee after administrative approval is obtained from the competent authority.
- Part 2 DPR-
 - On submission of DPR with architectural drawing, structural design and drawing along with design calculation comprising of bill of quantities as per prevailing SOR of BCD/DSR/Analyzed rate (in case of non -schedule item along with 3 quotations) specification, elevation, 3d views and tender drawing.- 40% of total fee payable
 - On submission of GFC Drawing in 5 sets on standard size with editable drawing in auto Cadin
c.d. and details required for commencement of different work- 25% of total fee payable.
 - On completion of 20% work at site- 10% of total fee payable
 - On completion of 75% work at site- 10% of total fee payable
 - On completion of the project and submission of as built drawing in two sets along with C.D. - 15% of total fee payable

(ii) The consultant shall be paid professional fee in the following stages (For category D):- Repair and Renovation Work-

- On submission of DPR with architectural drawing comprising of bill of quantities as per prevailing SOR of BCD/DSR/Analyzed rate (in case of non -schedule item along with 3 quotations) specification, elevation and tender drawing.- 50% of total fee payable
- On submission of GFC Drawing in 5 sets on standard size with editable drawing in auto Cadin
c.d. and details required for commencement of different work- 15% of total fee payable.
- On completion of 20% work at site- 10% of total fee payable
- On completion of 75% work at site- 10% of total fee payable
- On completion of the project and submission of as built drawing in two sets along with C.D. - 15% of total fee payable

(iii) Period of empanelment:- Empanelment of architect consultant will be usually done for three year from the date of agreement. However, the agreement may be extended further on the basis of performance/requirement with mutual consent. The fee to the consultant for the extended period shall remain same.

12. Time Schedule- The consultant carry out the work indicated in the scope of the work within the following timeschedule.

Sl. No.	Description of wok	Completion period in days
1.	PPR	Category A-30 days Category B& C -20 days
2.	DPR	Category A-90 days Category B- 60 days Category C - 30 days
3.	Repeat job PPR/DPR	Category A, B & C -30 days
4.	Repair and Renovation	Category D- 30 days

13. Penalty for delay- (i) If the work is delayed by a week for a reasons attributable to the consultant action, penalty by way of liquidated damage shall be recovered from the consultant @2% of total fee per week. Subject to maximum limit 10% of total consultancyfee.

(ii) If work is abandoned by the Consultant, BMSICL reserve the right to get the balance consultancy work done by other agency at the risk and cost of Consultant. The decision of BMSICL in this respect is final and binding on the Consultant.

14. Pre-bid Meeting

14.1 The bidder or his representative is invited to attend a pre-bid meeting, as scheduled in NIT.

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

14.3 The bidder may submit any question in writing or by FAX/ e-mail to reach the BMSICL not later than one week before the pre-bid meeting.

14.4The Minutes of the pre-bid meeting, including the text of the questions raised and the responses given will be uploaded on website. Any modification of the bidding documentwhich may become necessary as a result of thepre-bid meeting shall be made exclusively through the issue of an Addendum on e-proc website.

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

15. AMENDMENT OF BIDDING DOCUMENTS

15.1At any time, prior to the date of submission of Bids, the BMSICL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

15.2 The amendments shall be notified in writing to all prospective bidders through e-proc website/BMSICL website and these amendments will be binding on them.

15.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BMSICL may, at its discretion, extend the deadline for the submission of bids suitably.

16. EARNEST MONEY DEPOSIT (EMD)

16.1 Pursuant to RFP document Clause 4, the bidder shall furnish, as part of his bid, a Earnest Money Deposit (EMD) for an amount of as mentioned in.

16.2 The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft drawn in favor of MD BMSICL, PATNA, Payable at Patna or Bank Guarantee in standard format enclosed with this bid document. Bid without earnest money shall be rejected.

16.3 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the BMSICL.

16.4 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.

16.5 The Earnest Money Deposit (EMD) may be forfeited :

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder , if the bidder fails :

(i) to sign the contract in accordance with RFP document or

(ii) to furnish performance security in accordance with RFP document.

17. PERIOD OF VALIDITY OF BIDS

17.1 Bid shall remain valid for **120 days** from the date of Tender prescribed by the BMSICL pursuant to the RFP. A bid valid for a shorter period shall be rejected by the BMSICL being non-responsive.

17.2 In exceptional circumstances, the BMSICL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Earnest Money Deposit (EMD) provided shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under RFP.

18.2 The BMSICL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with RFP in which case all rights and obligations of the BMSICL and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

19. LATE BIDS

Any bid received by the BMSICL after the deadline for submission of bids prescribed by the BMSICL pursuant to RFP, shall be rejected and returned unopened to the bidder.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification

or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.

20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of RFP. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in RFP. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to RFP.

21. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the BMSICL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price furnished in Price Bid

22. PERFORMANCE SECURITY

22.1 Within seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in form of Bank Guarantee in accordance with the Conditions laid down in tender document. Using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser. The performance security amount for the different categories are follows:-
Category A- Rs. 5 Lakhs, Category B- Rs. 3 Lakhs, Category C- Rs. 2 Lakhs, Category D-Rs. 1 Lakh

22.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

23. FINAL DECISION MAKING AUTHORITY

BMSICL reserve the right to modify the eligibility criteria, to decide on cutoff date of implementation, to accept or reject any application, to annul the qualification process, to reject all applications or accept new applications at any time, without assigning any reason or incurring any liability to the applicants.

24. Execution of the assignment:-

24.1 All the stage of work shall be completed by the Consultant-Architects and the necessary approval given by the BMSICL according to the time schedule mutually agreed upon.

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

24.3 If at any time after award/ start of work, the BMSICL 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. BMSICL 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.

25. Termination

25.1 Termination for defaults

25.1.1. The BMSICL may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, debar/terminate the agreement in whole or in part/blacklist :-

- a) If the Consultant-Architect 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 BMSICL in writing.
- b) If the Consultant-Architect fails to perform any other obligations under the agreement. Or
- c) If the Consultant-Architect fails in either of the above circumstances, do not cure its failure within a period of fifteen (15) days after receipt of the default notice from the BMSICL or any such extensions allowed from time to time under the circumstances that appear reasonable until a conclusion is arrived at that the Consultant-Architect has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.
- d) If the Consultant-Architect refuses to accept and perform the services given by the BMSICL.
- e) In the event of the failure on the part of the Consultant-Architect to complete his work or the BMSICL 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 agreement, 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 10 days. No payment except those which have already been made or which may become payable against the works already submitted as on the date of notice.
- f) In the event the BMSICL terminates the agreement in whole or in part, pursuant to para 6.4 BMSICL may get the services done, upon such terms and in such manner as it deems appropriate similar to those not rendered with and all payments due to the Consultant-Architect up to that stage shall be liable to be forfeited. The BMSICL 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-Architect shall continue performance of the agreement if not terminated.

25.2 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 and or all matters arising out of this agreement.

26. Termination for insolvency

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

26.2 The Consultant-Architect shall prepare drawings, designs, outline specifications and estimates of cost by cubic measurements or on areas basis on schedule of rates of the BCD 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.

26.3 The Consultant-Architect shall assume full responsibility for the design and specifications for items described in the scope of work. The BMSICL 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 Structure / services consultants of the Consultant-Architect will

render all possible help for the above scrutiny.

- 26.4 The Consultant-Architect shall supply to the BMSICL free of cost five sets of final drawings apart from the above, the Consultant-Architect shall also provide soft copies of the drawings in CD to the BMSICL.
- 26.5 The Consultant-Architect shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of BMSICL.
- 26.6 The Consultant-Architect shall make necessary revisions as may be required by BMSICL 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 BMSICL shall be compensated as additional services rendered by the Consultant-Architect.
- 26.7 No change shall be made in approved drawings and specifications at site without the consent of the Consultant-Architect/BMSICL.
- 26.8 The BMSICL shall have the liberty to postpone or not to execute any work and the Consultant-Architect shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the Consultant-Architect up to the stage of services already submitted.
- 26.9 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.
- 26.10 Any disputes or differences in connection with the agreement shall be to the extent possible, settled amicably between the parties. If it cannot be reached then all disputed issues shall be settled by arbitration as proposed hereafter.

27. Force Majeure Clause

BMSICL 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-Architect on this account. BMSICL shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by BMSICL to the Consultant-Architect.

28. ARBITRATION

In the event of any question, dispute and or difference whatsoever arising under the agreement or in connection there-with including any question relating to existence, meaning and interpretation of this agreement any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between Consultant-Architect and BMSICL 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, BMSICL, 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, BMSICL as aforesaid.

- 28.1 That the Second Party 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 organisation or person which indirectly or indirectly impinges upon and sub serves the interest of the First Party. Revisions in the drawings and other documents once approved required to be made by BMSICL shall be compensated as additional services rendered by

the Consultant-Architect.

- 28.2 That the Second Party 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.
- 28.3 That the Second Party shall not make any commitment or contracts on behalf of the First Party to any person, institution or organisation without the written consent and permission thereof and if a same is done without any consent and permission, the Second Party shall solely be responsible for such commitments and contracts and the First Party shall have no concern whatsoever.

LETTER OF TRANSMITTAL

To

The Managing Director
Bihar Medical Services & Infrastructure Corporation Ltd (BMSICL)
4th Floor, BSBCCL Building, Shastri Nagar, Patna,
Patna – 800 023, Bihar, India

SUB: Expression of Interest for Architect-Consultants

Sir,

Having examined the details given in Expression of Interest for the above work, we hereby submit our qualification and relevant documents for (Group –A/B/C/D).

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms are true and correct.
2. I/We have furnished all information and details necessary for Empanelment and have no further pertinent information to supply.
3. I/We hereby confirm that we have read and understood all the stipulations given in this Empanelment documents and the decision of BMSICL with regard to our prequalification shall be final and binding onus.
4. I/We confirm that we are registered with the Council of Architecture of India.

Signature of Authorized Signatory

STRUCTURE AND ORGANIZATION

1.	Name and Address of applicant.	:	
2.	Category for which empanelment application made for	:	
3.	Telephone No. and Fax No. and E-mail id	:	
4.	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: a. An Individual b. A Proprietary Firm c. A firm in partnership d. A Limited Company (Private or Public)	:	
5.	Name of Partners / Directors with their addresses, Telephone numbers, Fax and Email.	:	
6.	Designation of individuals authorized to act for the Organization.	:	
7.	Details of Registration/Membership with the council of Architects (Attach copy)	:	
8.	Has the applicant, or any constituent partner in case of partnership firm, has any pending litigation in the name of his organization? If so give details.	:	
9.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	:	
10.	Other details: a) PAN No. b) GST No. (Copies to be enclosed)	:	
11.	Any other information considered necessary but not included above.	:	

Signature of Authorized Signatory

FINANCIAL INFORMATION**Turn over for last five years from consultancy services:**

S.No.	Financial Year	Amount (in Rs. Lakh)
1	2015-2016	
2	2016-2017	
3	2017-2018	
4	2018-2019	
5	2019-2020	

Note: In addition to the above the applicant has to submit the following documents/ Information:

1. Copy of Audited Balance Sheet(s) :
for the last five years
2. Copy of valid GST Number. :
3. Copy of PAN/ TAN card. :
4. Details of litigations, if any. :
5. Other relevant details, if any. :

Signature of Authorized Signatory

DETAILS OF SIMILAR WORKS DURING THE LAST 5 YEARS

S. No.	Name of work	Scope of Services	Cost of Project	Date of Start	Date of Completion	Name & Address of the client	Type of Building

The following documents are to be enclosed for each of the above work:-

- Copy of Experience certificate from client not below the rank of Executive Engineer or equivalent. In case of work in put Pvt. Sector the similar nature certificate should also be supported with TDS certificate of fee paid or Bank details in support of fee received.
- Copy of Agreement / Awardletter

Note:- The applicant is requested to write details of first three project in support of their qualification criteria.

Signature of Authorized Signatory

Technical Manpower

S. No.	Technical Profession	Name	Designation	Qualification	Total year's of experience	Experience in the present firm
1.	Architect					
	Structural Consultant					
3.	Electrical Consultant					
4.	Plumbing & Water Supply Consultant					
5.	Landscape Consultant					
6.	Interior Design Consultant					
7.	Health Care Planners					
8.	Any Other Professionals					

- List of only in house Technical personal working full time and on roll shall be provided.
- Attach a copy of recently signed C. V of individual personnel.

Signature of Authorized Signatory

EMPANELMENT WITH VARIOUS GOVERNMENT, SEMI-GOVERNMENT / P.S. U OR LARGE PRIVATE SECTOR COMPANIES

S. No.	Name and Address of Organization	Category of Empanelment	Period of Empanelment

- Attach copies of certificate / letter of empanelment for each organization.

Signature of Authorized Signatory

AWARDS AND ACCREDITATION

S. No.	Name & Country of Award	International / National Award	Name of Project	Year of Award

Signature of Authorized Signatory

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 been blacklisted nor has been debarred by any government department, inIndia.
- 3. The undersigned hereby authorises 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 generalreputation.
- 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 Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

Form of Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: **date**]*

IFB: *[insert: **name or number of IFB**]*

Contract: *[insert: **name or number of Contract**]*

To:

Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited,
Patna

Dear Sir or Madam:

We refer to the Contract Agreement ("the Contract") signed on *[insert: **date**]* between you and *[insert: **name of Supplier**]* ("the Supplier") concerning the supply and delivery of *[insert: **a brief description of the Goods**]*. By this letter we, the undersigned, *[insert: **name of bank**]*, a bank (or company) organized under the laws of *insert: **country of bank*** and having its registered/principal office at *[insert: **address of bank**]*, (hereinafter, "the Bank") do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[insert: **amount in numbers and words**]*. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 5.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [insert: ***title or other appropriate designation***]

Common Seal of the Bank

Form of Bid Security (EMD)

To:
Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited,
Patna

WHEREAS [*insert: name of Bidder*] (hereinafter called "the Bidder") has submitted its bid dated [*insert: date of bid*] for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called "the Bank") are bound unto [*insert: name of Purchaser*] (hereinafter called "the Purchaser") in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert: number*] day of [*insert: month*],[*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: the date that is 30 days after the period of bid validity*], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]
Common Seal of the Bank