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www.bdabrahmapur.in

No. 1898 /BeDA, Brahmapur, Dated 26-11-2025

Expression of Interest (EOI) for Empanelment of Consultants for Architectural Services

Brahmapur Development Authority (BeDA) invites Expression of Interest (EOI) from eligible and experienced Architectural Agencies / Firms / Individuals for providing consultancy services in the areas of urban design, road and infrastructure planning, building architecture, interior design, landscape architecture, and related works.

Interested applicants may participate in the process and submit their proposals in accordance with the terms and conditions specified in the EOI document. The EOI document can be downloaded from the official BeDA website: www.bdabrahmapur.in.

Complete proposals must be submitted through Speed Post / Registered Post / Courier or by hand to the undersigned on or before 16.12.25. by 1:00 PM. The opening of Technical Bids and Presentation will be held on the same day at 4:30 PM.

BeDA reserves the right to accept or reject any or all proposals without assigning any reason thereof.

BeDA, Brahmabur

Memo No. 1899

Date: 26-11-2025

Copy to the Issue & Dispatch Section, BeDA for information and necessary action. It is requested to publish this notice on the Notice Board and host it on the official website of BeDA.

Secretary

Memo No. 1900

Date: 26-11-2025

Copy to The Advertisement Manager, The Same figures and with a request to publish this notice in their esteemed newspaper at the minimum I&PR/DAVP approved rate, using font size 8 pt, for one day only on or before 28.11.225. They are also requested to submit the bill in duplicate for payment.

BeDA, Brahmapur



Expression of Interest (EOI)

for

Empanelment of Consultants for Architectural Services of Brahmapur Development Authority

EOI NO. 1898 /BeDA, Brahmapur

EOI Publishing Date: 26.11.2025

BRAHMAPUR DEVELOPMENT AUTHORITY

Court Road, Brahmapur, Ganjam (Odisha), Pin-760004

Email ID: bda.brahmapur311@gmail.com
Website: www.bdabrahmapur.in

Disclaimer

- a) The information contained in this Expression of Interest ("EoI") document and any information subsequently provided to the Applicants (Firms), whether verbally, in writing, or in any other form by or on behalf of Brahmapur Development Authority (hereinafter referred to as "BeDA" or "the Authority") or any of its employees, is provided to the Applicants on the terms and conditions set out in this EoI and any other terms and conditions subject to which such information is provided.
- b) This EoI is not an agreement or an offer by the Authority to the prospective Applicants or any other person. Its purpose is solely to provide interested parties with information that may assist them in preparing and submitting their applications pursuant to this EoI.
- c) This EoI contains statements that reflect various assumptions and assessments made by the Authority in relation to the **Empanelment of Architects**. Such assumptions, assessments, and statements may not contain all the information that each Applicant may require.
- d) This EoI may not be appropriate for all persons, and it is not possible for the Authority or its employees to consider the specific objectives, technical expertise, and needs of each Applicant who reads or uses this EoI. The assumptions, assessments, statements, and information contained herein may not be complete, accurate, adequate, or correct. Each Applicant is therefore advised to conduct its own investigations, analysis, and verification of the information contained in this EoI and to obtain independent advice from appropriate sources as necessary. Information provided in this EoI may include matters that depend upon the interpretation of law. The information given is not intended to be an exhaustive statement of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or interpretation of any legal provisions contained in this EoI.
- e) The Authority and its employees/advisors make no representation or warranty, express or implied, and shall have no liability to any person, including any Applicant, under any law, statute, rule, regulation, or tort, or under principles of restitution or unjust enrichment, for any loss, damage, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this EoI or otherwise. This includes any inaccuracies, omissions, or reliance on any part of this EoI or any document deemed to form part of it.
- f) The Authority accepts no liability of any nature, whether resulting from negligence or otherwise, arising from reliance by any Applicant on the statements contained in this Eol.
- g) The Authority reserves the right, at its sole discretion and without any obligation, to update, amend, modify, or supplement the information, assumptions, or assessments contained in this EoI, at any time, without assigning any reason.
- h) The issuance of this EoI does not imply that the Authority is bound to empanel any Applicant or to appoint any Selected Applicant for Architectural Consultancy. The Authority reserves the right to reject any or all applications, wholly or in part, without assigning any reason whatsoever.

Bidding Schedule

SI. No	Particular	Details
1	Web Address to download the EOI	www.bdabrahmapur.in
2	Last Date of Receipt of Pre-bid Query through E-mail ID only (Email ID: bda.brahmapur311@gmail.com)	02.12.2025
3	Date & Time of Pre-bid Meeting	4.30 PM on 03.12.2025 at Conference Hall, BeDA, Brahmapur
4	Last Date & Time of Submission of Bid by Speed Post/ Registered Post/ Courier or by Hand (Bid Due Date & Time)	16.12.2025 by 1.00 PM
5	Date & Time of Opening of Technical Bid	16.12.2025 at 4.30 PM
6	Date & Time of Opening of Financial Bid	To be intimated later to the technically qualified bidders
7	Duration of Contract	36 Months (03 Years)
8	Document Fee	DD of Rs.6000/- (Rupees Six Thousand) only from any Nationalized / Scheduled Bank in favor of The Secretary, Brahmapur Development Authority payable at Brahmapur
9	Earnest Money Deposit (EMD)	DD of Rs.50,000/- (Rupees Fifty Thousand) only from any Nationalized / Scheduled Bank in favor of The Secretary, Brahmapur Development Authority payable at Brahmapur
10	Validity of Proposal	180 days
11	Address where Bidders must send the proposal	The Secretary, Brahmapur Development Authority (BeDA), Court Road, Brahmpaur-760004, Ganjam (Odisha) Mode of Submission: Speed Post / Registered Post / Courier/ or By Hand only to the address as specified above. Submission of bid through other mode and late bid will be out rightly rejected.

Note: For further details, please visit <u>www.bdabrahmapur.in</u>. Any clarification, corrigendum, or addendum will be uploaded only on the above-mentioned website. For additional information, you may contact us at Mobile No. 7978471929.

Sd/-Secretary BeDA, Brahmpur

1. Introduction

- 1.1 Brahmapur Development Authority (BeDA) is the statutory body responsible for the planned development and regulation of the Brahmapur Development Area. Established under the Odisha Development Authorities Act, 1982, BeDA undertakes various planning, development, and infrastructure improvement projects within its jurisdiction. The Authority is committed to promoting sustainable urban growth, efficient land use, and improved urban infrastructure and amenities within the Brahmapur Development Area.
- 1.2 BeDA intends to empanel Architectural Firms with proven expertise in urban design, road and infrastructure planning, building architecture, interior design, and landscape architecture. The empanelled firms shall assist BeDA in the conceptualization, planning, design, and development of projects aimed at revitalizing, upgrading, and improving the urban environment within the BeDA jurisdiction, including support in master planning, architectural and landscape proposals, streetscape and public space improvement, planning and design of master drains and storm-water management systems, preparation of drawings and DPRs, sustainable and climate-responsive design interventions, 3D visualizations and presentation materials, and technical guidance during project execution and review.
- 1.3 Brahmapur Development Authority will select Technical Consultants to provide the services outlined in the Terms of Reference (ToR) and in accordance with the method of selection specified in this document. Applicants are therefore invited to submit both Technical and Financial Proposals. These proposals shall form the basis for the contract to be signed with the selected firm.
- 1.4 Eligible Architectural Firms with demonstrated experience in urban design, interior design, and landscape architecture shall be empanelled based on their credentials and experience in providing relevant architectural consultancy services as specified in this Eol.
- 1.5 The application shall be filled in English, and all entries must be typed or written in blue/black ink. All erasures and alterations must be duly attested by the initials of the authorized signatory. Failure to comply with any of these conditions may render the application liable for rejection.
- 1.6 BeDA shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation, submission, or delivery of the application.
- 1.7 BeDA reserves the right to cancel, terminate, modify, or amend this EoI process and/or any of its requirements without assigning any reason or prior notice and without incurring any liability on its part.
- 1.8 Prospective applicants may seek clarifications, if any, before the scheduled prebid meeting by sending an email to bda.brahmapur311@gmail.com only.
- 1.9 At any time prior to the deadline for submission of proposals, BeDA may, for any reason, issue an amendment or addendum to this EoI document. Such amendments shall be uploaded on the official website of BeDA, i.e., www.bdabrahmapur.in only.
- 1.10 The detailed Eol document can be downloaded from the BeDA website www.bdabrahmapur.in only.

2. Broad Scope of Work

- 2.1 The Scope of Services includes, but is not limited to, all activities incidental to and required for the preparation, design, and development of proposals at each stage. This shall include participation in collaborative meetings, presentations, and discussions with **Brahmapur Development Authority (BeDA)** for conceptualization, review, and finalization of project designs.
- 2.2 The Consultant, working in close coordination with BeDA, shall undertake the following services or any other similar/relevant assignments as may be specified in this Eol:

A. Architectural and Urban Development Projects

- Housing, public buildings, slum upgradation and market development projects.
- Conservation, restoration, and adaptive reuse of heritage structures.
- Development of parking facilities/zones across the city.
- Development of sports and recreational facilities.
- Urban engineering projects, including:
 - Planning, design and construction of urban roads, drains, culverts, sidewalks and street lighting systems.
 - Redevelopment and upgrading of existing roads and drainage networks to improve urban mobility and stormwater management.
- Solid Waste Management (SWM) infrastructure and disposal facilities.
- Development and beautification of public parks, playgrounds, open spaces and cycling infrastructure.
- Development of public squares, plazas and civic open spaces.

B. Landscape Architecture and Environmental Design

- Environmental restoration and eco-sensitive landscape design.
- Green infrastructure planning and provision of parks, gardens, and recreational spaces.
- Open space design including both hardscape and softscape elements.
- Design of landscape structures, amenities, and public features.
- Illumination design, including light fixtures, poles, and control systems.
- Signage and graphic design, installation of artefacts/sculptures, and integration of local architectural or cultural elements.
- Beautification of approach roads, entry points, and parking areas.
- Planning of vehicular and pedestrian circulation networks.
- Plantation design and horticultural detailing.
- Design of irrigation systems, surface drainage, and integrated water management including rainwater harvesting.

C. Infrastructure and Public Realm Development

- Junction improvement and intersection redesign.
- Facelifting and redevelopment of markets.
- Development of city gateways and entry features.
- Design and construction of auditoriums, cultural centres and thematic parks (including facilities for children and persons with disabilities).

- Revamping, widening, and streetscaping of major city roads, including provision of stormwater drainage and utility corridors.
- Establishment of food streets, vending zones, and urban plazas.
- Development, rejuvenation, and beautification of water bodies with integrated rainwater harvesting and drainage improvement measures.

D. Technical and Supporting Services

- **DGPS and Total Station Survey** for accurate topographical mapping, contouring, and site demarcation.
- **Soil Investigation and Testing** to assess geotechnical parameters for structural and pavement design.
- Preparation of detailed architectural, structural, and service drawings, specifications, cost estimates, and tender documents.
- Coordination of **external and utility services**, including water supply, sewerage, drainage, power supply, and communication networks.
- Periodic inspection, supervision support, and evaluation of works during construction.
- Preparation of methodology for execution, phasing, and maintenance of completed projects.

3. <u>Schedule of Services</u>

Stage 1:

- A. To interact with the concerned Official of BeDA and collect all available work detail, database plans etc. for survey work.
- B. Detailed site survey and to prepare survey-based plans.
- C. To examine legislation, code and standards that applicable to the project.
- D. To prepare preliminary draft sketches and notes sufficient to explain the consultant's general understanding of the requirements and outline of the scheme for the best way of fulfilling them including a preliminary cost estimate.
- E. To prepare & submit the submission drawings, Preliminary Project Reports (PPR) or Detailed Project Reports (DPR) etc. from approved draft sketches and assist for obtaining of approval of the project wherever required like vetting of DPR and Technical sanction etc.
- F. To prepare & submit the working drawings, specifications and schedule of quantities and to prepare detailed estimates of cost on the Schedule of Rates (SOR).

Stage 2:

- A. To set out layout by site, and incorporate any changes necessitated by site parameters.
- B. To prepare, submit and obtain approval on architectural working drawings including full size details.
- C. To prepare, submit and obtain approval on design drawings and specifications of internal and external services e.g., roads, culverts, electrification, water supply, sanitary waste disposal including sewage etc.
- D. To prepare, submit and obtain approval on detail landscaping design scheme and solid waste disposal management.

Stage 3:

- A. To provide supervision and technical guidance during executions of the work whenever needed by BeDA.
- B. To prepare and submit detailed estimate of the works to Engineer-in-Charge after final approval of plans.

Special Conditions:

- All drawings shall be submitted in both hard copies (three sets) and soft copies (in CAD and PDF formats).
- All renderings shall be submitted in both hard and soft copies (in JPG and PSD formats).
- All final stage-wise presentations, meetings, and workshops shall be attended by the Chief Architect of the selected agency, who shall issue a certificate at the end of each stage confirming that the original design intent has been maintained.
- Any variations, additions, or alterations beyond the current scope and listed deliverables shall be undertaken only after obtaining written communication/approval from BeDA.
- Walkthroughs, if required for the project, shall be prepared and submitted by the Consultant/Agency.
- Coordination with all sub-consultants and concerned officials shall be the primary responsibility of the selected Consultant. Any points of conflict or disagreement arising during such coordination shall be promptly communicated to BeDA in writing for timely resolution.
- Any additional requirements beyond the current scope of work that may arise during the assignment shall be communicated to BeDA in writing well in advance to ensure adherence to the agreed project timelines.
- The Consultant shall maintain a project timeline/schedule of deliverables corresponding to the current scope using compatible scheduling/project management software. Any delays or deviations from the agreed timelines shall be communicated to BeDA in writing.

4. Eligibility

- The Applicant must be a reputed consulting firm with multiple specializations, experience, and expertise in Urban Design, Housing, Building, Interior, and Landscape Architectural Consultancy Services for Government organizations or township projects, having a minimum of 5 years of experience as of 31.10.2025.
- The Applicant should have successfully provided Urban Design, road and infrastructure planning, building architecture Interior, and Landscape Architectural Services for at least five (05) projects, each having a Project value of more than ₹3.00 crore, of similar nature, during the last five (five) years ending 31.10.2025, for State Government / Central Government / PSU clients.
- **Joint Ventures (JVs)** are **not permitted** to participate in this empanelment process.
- The Applicant should be an **individual consultant** or a **registered firm** or a **consulting company** registered in India, and must submit valid proof of **registration with the Council of Architecture, India**.
- The Applicant should possess a valid PAN and GST Registration Number.
- GST-3B returns for the last two quarters shall be submitted along with the Technical Bid.
- The Consultant should have an average annual turnover of at least ₹3.00 crore (Rupees Three Crore) from similar consultancy services during the last three financial years ending 31.03.2025.

Documents to be Submitted (Self-Attested Copies) along with the Technical Bid

- ✓ Documents supporting the eligibility criteria mentioned above, including the Certificate of Incorporation and valid **Council of Architecture, India** Registration Proof.
- ✓ Copies of PAN, GST Registration Certificate and GST-3B return copies of last two quarter.
- ✓ Copies of Work Orders, Appointment Letters, or Contract Agreements, accompanied by Completion Certificates issued by the respective clients. (Note: In the case of ongoing projects, a Satisfactory Performance Certificate from the client shall be submitted to support the experience claim.)
- ✓ **IT Return copies** for the last three financial years and **Turnover Certificate** issued by a registered Chartered Accountant (CA) of last three financial year.
- ✓ Copies of Audited Balance Sheets along with Profit & Loss Statements for the last three financial years (2022–23, 2023–24, and 2024–25).

5. Pre-bid Query and Pre-bid Meeting

Pre-bid queries regarding this EOI shall be submitted **only through e-mail** (bda.brahmapur311@gmail.com) within the date and time specified in the schedule. Queries received after the stipulated time shall not be entertained. All queries should

be clearly stated with proper reference to the relevant sections or clauses of the EOI document.

The pre-bid meeting shall be conducted as per the scheduled date, time and venue indicated in the schedule. Applicants or their authorized representatives may attend the meeting to seek clarifications on the EOI document.

Any addendum or clarification issued pursuant to the pre-bid queries or meeting, or at the discretion of the Authority, shall be uploaded on the official website of **BeDA** (www.bdabrahmapur.in) and shall form an integral part of the EOI document. No separate communication shall be made to individual applicants.

The interested bidders are advised to visit the official website of BeDA prior to the submission date for the latest information, updates, or addendums related to this EOI.

6. **Proposal Format, Content and Submission**

- 6.1 Bidders are required to submit their Technical Proposals, preferably in spiral-bound documents with proper pagination, as per the formats provided in Annexures I to V, along with the Demand Drafts towards the Bid Processing Fee and the Earnest Money Deposit (EMD).
- 6.2 Bidders shall submit their Financial Proposals in the format prescribed in Annexure VI, in a separate sealed cover, clearly superscribed as: "The Financial Bid for Empanelment of Consultants for Architectural / Engineering / Structural & Other Related Services of Brahmapur Development Authority".

The financial proposal shall include all costs associated with the assignment, as per the **Scope of Work**.

6.3 Both the Technical Proposal and the Financial Proposal (in their respective sealed covers) shall be placed together in a single outer cover, clearly superscribed as: "EOI Document for Empanelment of Consultants for Architectural / Engineering / Structural & Other Related Services of Brahmapur Development Authority", and shall be addressed to:

The Secretary, Brahmapur Development Authority, Court Road, Brahmapur – 760004, Ganjam (Odisha), to be submitted as per the mode and schedule specified in this EOI.

- 6.4 Submission of proposals in an incorrect format, either for the Technical or Financial Proposal, may result in the proposal being **declared non-responsive**.
- 6.5 The Applicant shall furnish all required information strictly as per the prescribed formats, duly signed on each page of the application, along with the signed copy of this EOI document.
- 6.6 If any information furnished by the Applicant is found to be incorrect or misleading, either at the time of submission or at any subsequent stage, the Applicant shall be liable to be debarred from participating in consultancy services.
- 6.7 Bids submitted without the prescribed Bid Processing Fee and Earnest Money Deposit (EMD) shall be rejected outrightly.

- The Earnest Money Deposit (EMD) of the successful bidder shall be liable for forfeiture if the bidder withdraws, alters, or revokes any terms or conditions of the EOI within the validity period. The EMDs of unsuccessful bidders shall be refunded without any interest after the selection and empanelment of agencies. The EMD of the successful bidder shall be retained by BeDA and refunded without any interest upon successful completion of the assignment and fulfillment of all contractual obligations.
- 6.9 Proposals received after the due date and time shall not be considered. BeDA shall not be responsible for the premature opening of any proposal that is improperly addressed or identified. Any modification to a submitted proposal by fax, email, or any other means shall not be accepted. Delay in submission by any means shall be the sole responsibility of the bidder, and BeDA shall not be liable for such delays.
- 6.10 Unnecessary documents shall not be attached with the bid.

Note:

- I. No bidder or its associate shall submit more than one application for the consultancy.
- II. The broad scope of work has been provided in this document. The actual, project-specific scope of work and payment schedule may be modified and finalized on mutually agreed terms between the Consultant and BeDA. The rate contract fees shall be payable as determined through this EOI process.
- III. Any information that the bidder considers proprietary or confidential should be clearly marked as such. All information provided by the bidder shall be treated as confidential and shall be used solely for the purposes of BeDA.

7. Opening of Proposal

Applicants or their authorized representatives may attend the opening of the proposal documents at the date and time as scheduled. The presence of the applicants or their representatives is, however, not mandatory. Attendance shall be limited to two authorized representative per applicant, who shall be required to produce proper authorization to attend the opening.

8. <u>Correction, Modifications and Withdrawals</u>

Corrections, erasures, or overwriting in the proposal shall be duly explained and authenticated with the full signature of the bidder. All such corrections shall be made neatly and legibly; use of correction fluid or tape is strictly prohibited. Any proposal containing unauthenticated alterations or overwriting is liable to be rejected.

Negligence on the part of the bidder shall confer no right to make corrections, additions, deletions, or withdrawals of the proposal after it has been submitted. No claim or representation in this regard shall be entertained by BeDA under any

circumstances. The bidder is, therefore, advised to ensure that the proposal is complete and accurate in all respects before submission.

9. Validity of Proposals

Proposals shall remain valid for a period of **120 (one hundred twenty) days** from the date of opening of the proposal, unless otherwise specified in the specific terms and conditions. BeDA may, if necessary, request bidders to extend the validity period of their proposals under the same terms and conditions. Bidders agreeing to such extension shall not be permitted to modify their financial or other terms of the proposal.

10. EOI Terms & Conditions

This EOI document and any response thereto, shall be the property of BeDA. In submitting a proposal, the bidder acknowledges that BeDA reserves the right to:

- ✓ Visit and inspect the Applicant's premises;
- ✓ Contact any/ all referees provided;
- ✓ Request additional supporting or supplementary information;
- ✓ Arrange interviews with the proposed project team/ consultants;
- ✓ Reject any or all of the proposals submitted;
- ✓ Accept any proposals in whole or in part.
- ✓ It may note that this is not a request for proposal/tender. After review and scrutiny of Expression of Interest, the suitable Architects will be empanelled for rendering architectural consultancy services indicated above (Scope of Service), as per due procedure.
- ✓ The selected architects may be dispensed with at any time giving one month notice in the event of non-performance, under performance or any other reason which would be specified.
- ✓ The empanelment will be valid for 36 months (03 Years) and can be extended further period by the BeDA authority.
- ✓ The team should be available for taking up of assignment work as and when required by BeDA at a short notice.

Applicant shall bear all cost associated with the preparation and submission of proposals, and BeDA shall not be responsible for these costs, irrespective of the outcome of the process.

11. Empanelment of Consultants

BeDA intends to empanel reputed consultancy firms/consultants in the fields of Architecture, Engineering, Structural Engineering, and other related services, as described in this document, to provide consultancy services for various projects under different schemes of BeDA.

The Financial Bids of the technically qualified bidders shall be opened for evaluation. All technically qualified bidders shall be offered empanelment at the L1 (lowest) quoted rate. Bidders who agree to undertake assignments at the finalised L1 rate shall submit their written consent in the same meeting, after which a Letter of Intent (LoI) shall be issued to them for execution of the contract agreement.

12. General Terms & Conditions

- 12.1 All offers and supporting documents shall be submitted in English.
- All costs and charges related to the offer shall be expressed in Indian Rupees (INR) only. The total cost shall be exclusive of applicable taxes and duties.
- 12.3 GST shall be paid separately by BeDA, as per the applicable norms in force from time to time. Taxes as applicable shall be deducted at source from the consultant's bill in accordance with Government norms.
- The quoted rates shall include all costs associated with the scope of work, except for vetting charges, which, if required, shall be borne by BeDA.
- The cost of preparation and submission of the offer shall be entirely the responsibility of the consultants, regardless of the conduct or outcome of the tendering process.
- The rates quoted by the consultant shall remain valid for a minimum period of three (3) years. The rates rationalized and approved by BeDA shall be treated as the eligible rates for carrying out the respective consultancy works.
- More than one consultant may be assigned work at the same approved rate.

 BeDA shall be free to assign any consultancy service to the empanelled consultants at the rates approved by the State Government, without inviting any separate financial offer or tender.
- 12.8 No **cost escalation** shall be permitted during the engagement period of the consultant, i.e., **36 months**.
- BeDA reserves the right to **accept or reject** any or all offers without assigning any reason thereof.

13. BeDA shall be free to **award work at the approved rates** to any of the empanelled consultants it considers suitable, at its sole discretion.

14. Professional Fees & Payment Schedule

Stage	Description	Fees Payable
1	After submission of Preliminary drawing/ designs	10% of the total fee payable
	along with Stage-1 Estimates based on area	subject to deduction of 5%
	basis and acceptance of the same by BeDA	security deposit.
2. A	After submission of final Plans architectural	15% of the total fee payable
	drawings and acceptance of the same by BeDA.	subject to deduction of 5%
0.0	On Ontonicaion of tracia Manting describes and	security deposit.
2.B	On Submission of basic Working drawing and	5% of the total fee payable
	details Sufficient for preparing item wise estimate	subject to deduction of 5%
2.C	and acceptance of the same by BeDA.	security deposit.
2.0	After submission of all the drawing mentioned in	10% of the total fee payable
	stage 2(A) and (B) above and on acceptance of	subject to deduction of 5%
3	the same by BeDA. After submitting detailed specifications, schedule	security deposit.
3	of quantities, detailed design of structure and	10% of the total fee payable subject to deduction of 5%
	services and Estimate of costs and draft Tender	security deposit.
	documents sufficient to invite tender.	security deposit.
4	After submission of complete set of Drawings	20% of the total fee payable
	and details sufficient for the work to commence	subject to deduction of 5%
	at site.	security deposit.
5	For visit and inspection of work site after	20% of the total fee payable
	completion of 25%, 50%, 75%, 100% work/	subject to deduction of 5%
	important stages in 4 installments.	security deposit.
6	After completion of the work (to be paid within six	10% of the total fee shall be
	months of completion of work)	released as the final
		payment, which includes the
		refund of the Security
		deposit deducted at the
		earlier stages. This payment
		shall be made after
		submission and verification
		of the final bills/invoices and
		completion of all contractual
		obligations.

Note:

- Security of 5% shall be deducted from each running bill.
- The fee shall be quoted as per the scope of work and the prescribed financial format. The schedule of payment shall be as specified above; however, in special cases, it may be decided on mutually agreed terms between the Consultant and the BeDA Authority.

15. Factors Effecting Payment to the Consultant

- 15.1 The payments made to the Consultant at various stages shall be treated as *on-account* payments and will be adjusted against the final payment.
- 15.2 Progressive payments at different stages may be made to the Consultant based on the quantum of work completed, as may be mutually agreed upon by both parties.
- 15.3 The Authority reserves the right to make deductions from the professional fee payable to the Consultant on account of any penalty, if applicable.
- 15.4 In case only a part of the scheme is continued (before the actual commencement of work at site), the consultancy fee shall be payable up to the stage for which drawings have been submitted and approved by the Competent Authority. If the scheme is discontinued after commencement of work at site, the consultancy fee shall be payable up to 50% of the total fee payable at that stage, as all preliminary drawings, working drawings, structural and services drawings, estimates, and tender documents would have been prepared and submitted to BeDA. Further payments, if any, shall be released to the Consultant in proportion to the value of work executed at site.
- 15.5 The Consultant shall promptly notify the Authority of any discrepancy or modification that may be necessary to improve the functionality of the building/scheme. Such improvements or modifications shall be issued free of cost by the Consultant.
- 15.6 The Consultant may be required to make minor changes in the plans and other details during the execution of works without any additional fee. If any additional work is required during the validity of the contract, the Consultant shall provide the necessary drawings for such work on mutually agreed rates.
- 15.7 BeDA reserves the right to carry out third-party checking of the design at its own cost, if required.

16. <u>Execution of the Assignment (For design and Engineering Projects)</u>

- 16.1 All stages of work shall be completed by the Consultant, and the necessary approvals shall be obtained from BeDA as per the mutually agreed time schedule. The work shall be carried out diligently throughout the stipulated contract period, with time being the essence of the contract.
- 16.2 In the event of the Consultant's firm ceasing operations, BeDA shall have the authority to engage any other agency to complete the remaining work, after making payment to the Consultant up to the stage of services already completed.
- 16.3 BeDA shall have the right to terminate the agreement by giving 30 (thirty) days' notice in the event of failure on the part of the Consultant to complete the assigned work, or for breach of any of the terms and conditions of the agreement, to the satisfaction of BeDA.
- 16.4 The Consultant shall prepare drawings, designs, outline specifications, and cost estimates based on cubic measurements or area basis, using the schedule of rates of the executing agency plus the tender premium and/or other relevant specifications as required. In cases where rates are not available in the schedule, they shall be derived through actual rate analysis.

- 16.5 The Consultant shall advise on the time and progress chart prepared by the contractor and/or Construction Management Consultant for timely completion of the project, if required.
- 16.6 The Consultant shall assume full responsibility for the design and specifications as defined in the scope of work. The Authority shall have full access to all design details and structural calculations for scrutiny. The Consultant's structural engineers shall extend all possible assistance during such scrutiny.
- 16.7 Upon completion of the work, the Consultant shall prepare and submit "As-Built Drawings" of the project, incorporating all site modifications. Two (2) sets of hard copies and soft copies shall be submitted to the Local Body. These drawings are considered legal documents, and the Consultant shall be held responsible for any discrepancies between the drawings and actual site conditions.
- During site visits, the Consultant shall advise the Authority regarding the progress of work and submit reports on observations. The Authority shall assess the necessity of additional or extra works with reference to drawings, specifications, and cost implications. The responsibility for implementing such advice shall rest with the Authority.
- 16.9 Any deviation from the approved drawings or specifications observed by the Consultant shall be reported in writing to the Authority, which shall issue necessary instructions to the executing agency.
- 16.10 The Consultant shall make necessary revisions to drawings and other documents as may be required by the Authority.
- 16.11 No changes shall be made to approved drawings or specifications at site without the prior written consent of the Authority.
- 16.12 All drawings, specifications, reports, documents, and other instruments of service shall remain the intellectual property of the Consultant, whether or not the project is executed. These shall not be used for any other scheme without the written consent of the Consultant.
- 16.13 The Authority shall have the right to postpone or cancel the execution of the work. In such cases, the Consultant shall not be entitled to any compensation or damages for postponement or non-execution, except for payment of fees due up to the stage of services already completed.
- 16.14 The Consultant shall not proceed with any stage of work without the written consent of the Authority.
- 16.15 The Consultant shall ensure that the contractor is furnished with all required drawings and plans as per the timelines specified in the contract between the Authority and the contractor. In the event of delay or failure in providing such drawings, the Consultant shall be liable to compensate BeDA for any loss or damage arising from such delay, including any claims made by the contractor against the Authority.

- 16.16 The Consultant shall guarantee that all designs, specifications, and related technical information are complete, accurate, adequate, and workable. The burden of proof for the adequacy and accuracy of these documents shall rest solely with the Consultant.
- 16.17 The Empanelled Consultant shall be required to submit hard copies & soft drawing / estimates as per details below –

1	For preliminary planning/ design	6 Hard Copies (one colored and
		seeking comments & Approval one
		B/W) s & 1 Soft Copy
2	Approved Drawings	6 Hard Copies colored & 1 soft copy
3	Preliminary estimate	6 Hard (B/W)/ 1 Soft Copy
4	Detailed Estimate	6 Hard Copies B/W & 1 Soft Copy
5	BOQ/ Specification of each work	6 Hard Copies B/W & 1 Soft Copy
6	Tender Documents	6 Hard Copies B/W

However, if additional copies are required, actual cost of printing of Payment shall be made by BeDA, which in no case will be more than Rs. 1000/- per copy.

17. Design Soundness and Penalty for Failure

The Consultant shall be solely responsible for the technical soundness, accuracy, and safety of all designs prepared under this contract. All designs shall strictly comply with the relevant Codes of Practice, standards, and the rules and regulations of the competent statutory authorities.

In the event of any design defect, failure, or violation of statutory provisions detected during execution or at any stage thereafter, the Client reserves the right to impose penalties, recover losses, or take any other appropriate action against the Consultant as deemed necessary.

18. Penalty & Termination of Contract

- 18.1 **Penalty**: A penalty may be imposed on the Empanelled Consultant by BeDA at the rate of 1% of the awarded contract value for each month of delay, subject to a maximum of 10% of the total value of the work allotted by BeDA.
- 18.2 The contract of the Empanelled Consultant with BeDA may be terminated under any of the following circumstances:
 - I. Upon expiry of the contract term;;
 - II. Termination by BeDA due to non-performance during project execution;
 - III. Performance falling below the expected level;
 - IV. Non-adherence to the approved project timelines;
 - V. Unsatisfactory quality of work.

19. Agreement with the Consultant

After issuance of the Letter of Intent (LOI) for the empanelment of Consultants, the selected Consultant shall execute an Agreement with BeDA on a non-judicial stamp paper of value ₹100/- within seven (7) days from the date of issuance of the LOI. The Agreement shall be based on the terms and conditions stipulated in this bid document, along with any additional or specific conditions that may be prescribed by BeDA as per its requirements or project-specific needs. A draft Model Agreement shall be provided to the Consultant at the time of issuance of the LOI.

20. Issuance of Work order

Upon execution of the Contract Agreement, BeDA may issue Work Orders for any project to the Empanelled Consultant on a project-to-project basis, in accordance with the laid down terms and conditions. The decision to assign any project to an Empanelled Consultant or to any other Consultant selected by the State Government shall be at the sole discretion of the Authority and empanelment shall not confer any right or claim for the award of work.

21. <u>Settlement of Disputes</u>

All differences and disputes arising out of the Agreement between RMC and the Consultant, relating to execution, payment, interpretation, or any other matter connected with or incidental to the execution of the Scheme, shall be settled amicably through mutual consultation. In case the dispute remains unresolved, it shall be referred to the Vice Chairman, BeDA, whose decision shall be final and binding on both parties.

22. Jurisdiction

All disputes arising out of or in connection with the agreement between BeDA and the Consultants shall be subject to the exclusive jurisdiction of the courts situated at Brahmapur (Odisha), to which both parties specifically, knowingly, and consciously agree.

23. Taxes & Duties

The bidder shall be solely and entirely responsible for the payment of all applicable taxes, duties, levies, charges, and other statutory obligations incurred in connection with the execution of the work. BeDA shall not be liable for any tax liabilities arising out of the bidder's obligations under this contract.

24. <u>Insurance and Indemnity to be taken by the Consultant</u>

BeDA undertakes no responsibility whatsoever in respect of life, accident, travel, or any other insurance coverage for the personnel engaged by the Consultant or for the dependents of such personnel.

The Consultant shall indemnify and keep BeDA indemnified against all claims, proceedings, demands, costs, and expenses of whatsoever nature that may arise or accrue by reason of, or in connection with, any infringement or alleged infringement by the Consultant of any patent or other protected rights during the performance of the Services.

25. Force Majeure

A. Definition

For the purposes of this Agreement, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of a Party, which makes the performance of its obligations under this Agreement impossible or so impracticable as to be reasonably considered impossible under the circumstances. Such events shall include, but not be limited to, war, riots, civil commotion, acts of public enemies, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts, or other industrial actions (except where such events are within the reasonable control of the Party invoking Force Majeure), confiscation, or any other act of Government or Governmental authority.

B. Exclusions

Force Majeure shall not include:

- (i) events arising due to the negligence or willful misconduct of a Party, its Sub-Consultants, agents, or employees; or
- (ii) events which a diligent Party could reasonably have foreseen, avoided, or overcome at the time of entering into this Agreement or during the performance of its obligations hereunder.

C. Financial Non-Performance

Force Majeure shall not include insufficiency of funds, delay or failure in payment, or any financial incapacity of either Party.

D. Notification and Mitigation

The Party claiming the occurrence of a Force Majeure event shall notify the other Party in writing at the earliest possible time, but not later than **seven (7) days** from the occurrence of such event. Such notice shall specify the nature of the event, its likely duration, and the anticipated impact on the performance of obligations. The affected Party shall make all reasonable efforts to mitigate the effect of such event and resume performance as soon as practicable.

E. Consequences of Force Majeure

During the continuance of the Force Majeure event, the obligations of the affected Party shall be suspended to the extent affected by such event. The period for performance of such obligations shall stand extended for a period equal to the duration of the Force Majeure event.

If the event of Force Majeure continues for a period exceeding **ninety (90) days**, either Party may terminate this Agreement by giving written notice to the other Party, without any liability except for payment for the services rendered up to the date of such termination.

Format of Covering letter (On the Applicant Letter Head)

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The Secretary
Brahmapur Development Authority (BeDA)
Court Road, Brahmapur
Ganjam, Odisha
PIN-760004

Sub: Empanelment of Consultants for Architectural Services of Brahmapur Development Authority

Sir,
We, the undersigned, hereby offer to provide Consultancy Services for Architectural and Allied
Works for the Brahmapur Development Authority, in accordance with your EOI Document No.
dated

We have carefully examined the details given in the EOI notice, along with the prescribed formats and criteria for empanelment of consultant firms possessing the requisite experience and expertise in the relevant field.

- 1. I/We hereby certify that all the statements made and information furnished in the enclosures are true, complete, and correct to the best of our knowledge and belief.
- 2. I/We have furnished all information and details necessary as per the requirements of the EOI and have no further relevant information to submit.
- 3. I/We agree that the authorized representatives of Brahmapur Development Authority may verify the particulars furnished herein and may contact individuals, employers or firms to confirm our competence, experience and general reputation.
- 4. I/We enclose all supporting documents and certificates evidencing our suitability, technical know-how and capability, as required, in the prescribed formats.
- 5. I/We agree that the decision of the Brahmapur Development Authority regarding the empanelment of consultant firms for Architectural Services shall be final and binding upon us.
- 6. I/We understand that the Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.
- 7. I/We further undertake that all information provided shall be treated as confidential and shall be used solely for the purpose of this empanelment process.

Signature of Applicant
Name & Designation of Signatory
Date:

Annexure-II

Organizational Details

SI.	Parameter	Details
No.		
1	Full Name of the Firm/ Company/	
	Organization	
2	Year of Establishment	
3	Status of Firm (Proprietorship /	
	Partnership/ Any other)	
4	Details of Enlistment as Consultancy	
	Firm	
5	Name of Directors/ Partners/	
	Proprietors with Designations	
6	Academic Qualifications of	
	Directors/Partners/Proprietors	
7	Registered Full Address of the Firm	
8	Mobile No. of Authorized Person of	
	the Firm	
9	Email ID	
10	PAN Number	
11	GST Regn. Number	
12	Registration number with Council of	
	Architects India	

Copies of original documents defining the legal status, registration etc. are to be enclosed.

Place:	Signature of the applicant
Date:	Name & Designation

Annexure-III

List of assignments completed in last 5 years ending 31.10.2025

SI. No.	Name of Work/ Projectwith address	Short description of Consultancy assignment	Name and Address of Owner/ Client	Cost of Work/ Project	Date of Start of Work/ Project	Date of Completion of Work/ Project

NOTE:

Place:

"Work/Projects" shall mean Architectural Consultancy Services as defined in the Terms of Reference (TOR). The list of works/projects mentioned shall be duly substantiated with documentary evidence such as work orders or contract agreements along with Satisfactory Completion Certificate from the Client. In the absence of Completion Certificate, the experience claimed shall not be considered.

Signature of the applicant

Date:	Name & Designation

Annexure-IV

List of assignments in Progress

SI. No.	Name of Work/ Projectwith address	Short description of Consultancy assignment	Name and Address of Owner/ Client	Cost of Work/ Project	Date of Start of Work/ Project	Date of End of the Work/ Project

NOTE:

"Work/Projects" shall mean Architectural Consultancy Services as defined in the Terms of Reference (TOR). The list of works/projects mentioned shall be duly substantiated with documentary evidence such as work orders or contract agreements along with a Satisfactory Performance Certificate from the Client. In the absence of Satisfactory Performance Certificate, the experience claimed shall not be considered.

Place:	Signature of the applicant
Date:	Name & Designation

Financial Status of Firm/ Organization

Name of the Firm:

SI. No.	Financial year	Annual Turnover (Rs.)
1	2022-23	
2	2023-24	
3	2024-25	
Average Annual Turnover		

Note: Certified copies of audited Balance Sheets/ Chartered Accountants' Certificates to be enclosed for each financial year.

(Signature and Seal of CA)

Name of the CA/Firm:

Membership Number:

FINANCIAL BID FORMAT

SI. No	Items	Rate in Percentage of Total Project Cost including GST and all other taxes and duties	
	For Complete Assignment		
1	Consultancy Services for complete architectural and engineering designing of the project- concept planning preliminary drawings. All working drawings, structural designing and other services for tender documents, visit to site as and when required etc. as per the broad scope of work For Partial Assignment		
2	Project in which preliminary drawing, tender document and BOQ have been prepared by BeDA Services for detailed working drawing, structural design, design of external and internal development along with visit to the site as and when required during the progress of work, as per broad scope of work. (BeDA may be given detailed scope of work for the specific project requirement)		

Note: The rates quoted above does not guarantee any work order, and at the time of finalization of the rates. The rates quoted above could be rationalized by the authority which will be acceptable to me/us. It is further accepted that BeDA would be free to issue work order to any firm empanelled with Govt. of Odisha/ BeDA. The rate is including of soil testing and excluding of vetting charges.

I/ we shall have no objection to the decision and selection of any empanelled consultant for work order as finalized by RMC.

Place:	Signature of the applicant
Date:	Name & Designation: