NOTICE INVITING TENDER

1. Title : Architectural and Engineering Services for Construction and repairing of Structure's as detailed below at NIT Raipur (C.G) Campus.

   1) Complete repair based on the ground situation of individual quarter/ blocks (E,F and D Types)

   2) Complete face- Lifting including water proofing of the Main Institute Building and Hostels. This would include:-

      i) Complete renovation of toilets including repairing of sewerage and drainage system,

      ii) Tiling work (wherever required),

      iii) Fixing of tiles as dados in the corridors,

      iv) Electric Wiring (wherever required),

      v) Repairing and replacement of doors and windows

      vi) Retrofitting of RCC works (repairing of damaged slabs and chajjas),

      vii) Complete Waterproofing of the roof,

      viii) False ceiling works in drawing halls,

      ix) Interior color washing,

      x) Lift for Handicapped,

      xi) Design of entrance lobby and lobby in front of Director's office,

      xii) Repairing of the benches and other fixed furniture in the drawing halls,

      xiii) Outside Landscaping in front

      xiv) Covering the present cycle stand with space-frame structure,

      xv) Preparation of parking space in between boundary and Architecture Building with Landscaping , &

      xvi) Any other items suggested later.

2. Estimated Project Cost : Rs. Crores approx. (excluding EPI agency fee).

3. Completion Time : 1 month for submission OF Preliminary Estimates & drawings from the date of award of work & 12 months for total work from the date of award of work

4. Brief Description of Scope : Same as described under Sl.No. 1 of 'Title'

5. Type of Bid submission : Two Part Bids. 1st part- Techno Commercial 2nd part – Price Bid
6. Techno-Commercial Bid: Architects and Engineers (A&E), who are **financially sound and having technical expertise** in Architectural design and engineering of various institutional, residential and commercial buildings including internal and external services etc. The tenderers are requested to furnish the documents as required in respect of the credentials of the tenderer showing their financial and technical capabilities in this envelope. In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and superscribe the envelope with “Techno-Commercial Bid”.

Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid) :-

a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.

c) Details of similar works executed.

d) Audited balance sheets and profit and loss accounts alongwith schedules for the last 3 years.

e) Copy of latest income-tax returns filed along with PAN.

f) Details of manpower available.

g) Details of facilities available.

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

j) Copy of Provident Fund Number allotted by PF authorities.

k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

l) Latest Solvency certificate from Nationalised/Scheduled Bank.

m) Any other document as stipulated above and in “Tender Documents’

7. Price bid: The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription “Price Bid” No terms and conditions or deviations if any or any other thing should be kept in this envelope. The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and Technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable shall not be considered and their earnest money deposit will be returned.
8. **Validity of Offer**: 90 days

9. **Due date of Bid submission / opening**
   - Last date and time for submission of offer: 11.07.2011 up to 2:00 PM
   - Opening of Technical bid: 11.07.2011 at 3.00 PM
   - Opening of Price Bids of technically qualified bidders: 13.07.2011 at 4.00 PM

10. **Address**: The General Manager (MMD)
    Engineering Projects (India) Limited
    6A, Bakhtawar, Nariman Point
    MUMBAI 400 021.

11. **General Notes**
    1. The architect and engineers shall return along with the offer a signed copy of the draft agreement for consultancy services as given below as token of acceptance of scope and other terms & conditions.
    2. Design of building shall be made in accordance with the guide line of ISI code and specification, considering the seismic zone of the Location/Area. The building work shall generally conform to the CPWD specification with latest amendments.
    3. A&E are requested to give their offer in sealed cover on percentage of the total value of the project, broadly for consultancy services pertaining to Architecture, Structural Design, Electrical, Plumbing, Fire Fighting & Fire Protection works, TV antenna, Telephone Line, HVAC works, Landscaping works, Sanitary, Water supply and lift etc. and is also required to submit their credentials for technical as well as financial along with the offer.

    EPI reserves the right to accept any or reject any or all offers or extend the date of submission of the offer or cancel any or all the tender(s) or annul this process without assigning any reason whatsoever. The corrigendum, extension, cancellation of this NIT, if any, shall be given on EPI’s website www.engineeringprojects.com only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Mumbai on ....the day of ............ 2011 between the Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “EPI” which expression shall include its successor and assigns) of one part and M/s ……………………………………a firm having its office at …………………. (herein after called the ‘Associate Consultant’) which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and assigns of the other part.

WHEREAS, EPI, has been appointed as Execution Agency and has been retained as agent by National Institute of Technology Raipur, Raipur (C.G.) for the work pertaining to Complete Repair based on the ground situation of individual quarter/blocks (E, F & D Types) & Complete face-Lifting including water proofing of the Main Institute Building and Hostels. (hereinafter referred to as the “Project”).

Now therefore, this agreement witnesses that the said M/s ……………………………………, are hereby appointed as associate consultant for rendering consultancy services to EPI for the aforesaid project on the terms and conditions hereinafter mentioned.

National Institute of Technology Raipur, Raipur (C.G.), shall be referred to as “Client” in this agreement.
Now this agreement witness as under:

2.0.0 **SCOPE OF WORK**

In consideration of the fees hereby agreed to be paid to Associate Consultant, the Associate Consultant shall faithfully, expeditiously, economically and honestly perform the following service:

2.1.0 Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of project and attending meetings at site of work or EPI’s Office, Client’s Office as and when required by EPI.

2.1.1 To prepare necessary documents to enable EPI to arrange detailed survey & soil investigation for the site of the project.

2.1.2 Preparation and submission of “Project Report” based on requirement of project and interaction with EPI/ Client and submission of “cost estimates” indicating specifications to be adopted for various buildings/ structures/ services / equipment facilities etc. and getting necessary approval from client.

2.1.3 Preparation and submission of detailed “Master Plan” of entire complex and obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and Statutory Bodies wherever required.

2.1.4 Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure / equipment facilities etc. including internal services complete and including getting necessary approvals from client and Statutory Bodies wherever required.

2.1.5.A Preparation and submission of detailed Architectural drawings, designs and specifications for building/ structures / equipment facilities etc. suitable for construction and release to site including getting necessary approval form client wherever required.

2.1.5.B Collection of all data and preparation of Environment Impact Assessment report and getting EIA clearance of the project from concerned authorities of state and Central Government as required.

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

2.1.7 Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by EPI field units/ client) based on approved Architectural drawings. For various buildings/ structures complete, suitable for construction and release to site including getting approvals from client wherever required.

2.1.8 Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire-fighting, electrification, fire detection, HVAC, lifts, telephones, PABX, public address system, communication, networking, acoustics and other specialized services as per the requirements of the project suitable for construction and release to site including getting necessary approval from client, wherever required.

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

2.1.10 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses 2.1.5A, 2.1.5B, 2.1.6 to 2.1.9 including issue of adequate number of tender documents along with necessary drawings for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work. Separate tender documents may be required to be submitted for different works as decided by EPI. The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of CPWD market rate analysis / as per EPI's requirement at the time of invitation of tender for each package by EPI.

2.1.11 Carrying out all modifications/ deletions /additions / alteration in design / drawings/ documents as required by client and EPI for proper execution of works at site till completion and handing over of the project to the client.

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

2.1.13 Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client including getting necessary completion certificates, from statutory bodies.

3.0.0 Payment of Consultancy Fees

| For the consultancy Services as per scope | .......... % (........................ percent only) of the completion cost of works for which Associate Consultant has rendered the services and as paid to EPI by client or final estimated cost of the works, whichever is lower, (excluding on EPI’s agency charges, Service tax, Contingencies, in both the cases). |

4.0.0 MODE OF PAYMENT

On completion of work under clause

4.1.0 Advance on award of work 5% of total Consultancy fee (Upon signing of agreement and After receipt of initial advance from Principal Employer).

4.1.1 2.1.0 to 2.1.4 15% of Total consultancy fee
4.1.2 2.1.5A, 2.1.5B to 2.1.6 20% - DO -
4.1.3 2.1.7 15% - DO -
4.1.4 2.1.8 10% - DO -
4.1.5 2.1.9 10% - DO -
4.1.6 2.1.10 5% - DO -
4.1.7 2.1.11 to 2.1.12 15% - DO -
4.1.8 2.1.13 5% - DO -

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100% - DO -
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EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of EPI in this regard shall be final.

5.0.0 TERMS AND CONDITIONS

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled / nationalised bank to the extent of 5% of the value of total consultancy fees of Associate Consultant within 7 days of the signing of this Agreement. This bank guarantee shall remain valid till execution of work and handing over all works of the project to client by EPI. In case Associate Consultant does not provide performance bank guarantee, an amount of 5% of the value of total consultancy fees shall be deducted from initial payments for various stages @ of 50% of due payment till total deduction on this account reaches 5% of total value of consultancy fees.

5.1.2 5% of the fees payable to Associate Consultant shall be retained from the Running bills as ‘Retention Money’ in addition to the performance guarantee and the performance guarantee shall be released after completion of the project and retention money after the defect liability period to the Associate Consultant.

5.1.3 The payment of stage 4.1.0 (upon award of works) shall be released after Associate consultant furnishes bank guarantee of equivalent amount from a scheduled / nationalised bank on the Proforma of EPI. This bank guarantee shall be initially valid for six months and shall be released after substantial completion of stage 2.1.7. In case payment of stage 4.1.0 is not drawn due to non-furnishing of bank guarantee, the same shall be released along with the substantial completion of stage 2.1.7 (Payment clause 4.1.3).

5.1.4 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor or approved estimated cost (excluding EPI’s agency charges, Service Tax, contingencies), whichever is lower. The present estimated cost is Rs. ……………. (The value of work awarded to the contractor is not known as the work has not yet been awarded).

Notwithstanding what is stated in para 3.0.0 and 4.0.0 above, the payment of fees to the Associate Consultant shall be released only after the financial sanction of project is received by EPI from client and money released by the client to EPI against this project. No fees or expenses shall be payable to the Associate Consultant in case work is not awarded to EPI by client due to any reasons whatsoever. The Associate Consultant shall have no claim on EPI in case release of money is delayed by client or project is not sanctioned to EPI.

5.1.5 The final fees payable to the consultant shall be determined on the basis given in para 3.0.0 and difference, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under para / clause 4.0.0 or on receipt of approval from client / instruction whichever is earlier.

5.1.6 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by EPI, Proof Consultant and client and as required for completion, trial run, defect liability period and handing over of the project to client, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

5.1.7 PAYMENT TOWARDS VISITS

All expenses for visits performed by the associate Consultant in connection with planning, designing, detailing, obtaining approval from client/ EPI/ Statutory bodies till the stage of approval of “Good for Construction drawings” and additional 05 (Five) visits to National Institute of Technology Raipur, Raipur (C.G.), during construction and completion stage
of work are included in the fees of Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

However, for any visit beyond 05 visits as above to National Institute of Technology Raipur, Raipur (C.G.), if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed by EPI (over and above the consultancy fees) at the rates given below -

a) For Proprietor, Directors, Sr. Architects and Sr. Structural Engineers or other equivalent officers of this cadre of consultant, actual economy class airfare / taxi fare plus Rs. 3000.00 (Rupees Three Thousand only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

b) FOR JUNIOR STAFF

Actual first class rail fare or bus fare plus Rs. 1500.00 (Rupees one thousand five hundred only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

All visits of Associate Consultant shall be with prior written approval of EPI.

5.1.8 The Associate Consultant shall prepare necessary models & walk through presentation, if required, in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model & walk through presentation is not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI on actuals.

5.1.9 If at anytime after award / start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out, EPI shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

5.1.10 The Associate Consultant shall supply free of charge to EPI, the following documents:

i) Six numbers of copies of project report referred in clause 2.1.2.

ii) Six sets of preliminary drawings, measurement sheets and estimates to be submitted to client.

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

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

v) Six sets of detailed estimates and rate analysis of all works.

vi) Adequate number subject to minimum 12 numbers of tender documents and drawings.

vii) Adequate number of additional design, drawings and other documents needed for proper execution of works.

viii) Six sets of completion drawings and detailed documents.

In addition, Associate Consultant shall give two soft copies of all above documents for client / EPI’s reference and record.
5.1.11 The Associate Consultant will be required to give a “Time Schedule” in consultation with EPI for timely completion of consultancy works within two weeks of issuance of LOI and this time schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

5.1.12 All design and drawing shall be the property of EPI and the name & LOGO of EPI shall be predominantly displayed on all the drawings and documents as “Prime Consultant”. The originals of approved completion drawings be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI.

5.1.13 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on CPWD, state PWD, Specification, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per MOST, CPWD, EPI norms as desired by EPI and / or client.

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

5.1.15 The Associate Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Associate Consultant, should not exceed by 5% (five percent) of the quantities / cost given by him at preliminary project report stage on the basis of which the project cost is approved by the client. In case EPI has to incur extra expenses due to execution of extra quantities / additional work (not paid by client) to complete the project, the same shall be recovered from the Associate Consultant upto the extent of maximum 10% (ten percent) of total consultancy fees. Further, no bonus shall be payable to the Associated Consultant in case of saving in executed quantities as compared to quantities given at pre award stage.

However the above guarantee by Associated Consultant on quantity variation of 3% is on the understanding that basic parameters as considered by Associate Consultant during the preliminary project report stage remains unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between EPI and Associate Consultant at that stage. Nothing extra shall be payable to the Associate Consultants in this regard and same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.
5.1.16 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement. Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

5.1.17 The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate consultant in this regard. However, the service tax and cess thereon only as applicable on consultancy fees shall be reimbursed to Associate Consultant over the fees mentioned in para 3.0.0 on submission of proof of depositing the same with Statutory Authorities.

5.1.18 The Associate Consultant shall get the structural design checked & vetted from reputed technical Institute / College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State / Central Universities before issuing the structural drawing for execution. All costs related to checking / vetting shall be borne by the Associate Consultant and is deemed to be included in the fees mentioned in para 3.0.0. However, the checking of design and drawings of the Associate Consultant by technical institutes as above shall not absolve the responsibility of the Associate Consultant.

5.1.18.A.1 This agreement may be terminated at any time by EPI upon one month’s notice in writing being given to Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant’s work not being satisfactory, EPI will get the work done at the risk and cost of the consultant.

5.2.1 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 5.1.11 above owing to reasons attributable to Associate Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Associate consultant. EPI shall be entitled to deduct such damages from the dues that may be payable to the Associate Consultant.

5.2.2 FORCE MAJEURE CLAUSE

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

6.0 JURISDICTION

The Courts in Mumbai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

In witness whereof this agreement has been executed between the parties hereto by their authorized officers in duplicate the day and the year first above written.

For and on behalf of For and on behalf of
M/s Engineering Projects (India) Ltd.
WITNESSES: WITNESSES:
ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS

MODE OF SUBMISSION

The Tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1 :-

This ENVELOPE shall contain the following:

i) Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenderers’ (ITT).
ii) Letter of Undertaking for unconditional acceptance of the tender conditions as per proforma given in ITT.
iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.
iv) Volume-I (ITT, General Conditions of Contract), Volume-II (Notice Inviting Tender, Additional Conditions of Contract, Specifications, Drawings) and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer.
v) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the Tender.
v) Any other information as required to be submitted along-with the Tender.

This envelope shall be marked as:

ENVELOPE-1 “TECHNO-COMMERCIAL BID” FOR (Name of work as mentioned in “Notice Inviting Tender”)

NIT No. : ________________________________
DUE ON : ________________________________
FROM : (Name of the Contractor)

ENVELOPE – 2 :-

This ENVELOPE shall contain only the Volume-III comprising of PRICE-BID.
This envelope shall be marked as:

ENVELOPE-2 : ‘PRICE-BID’ FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : ________________________________
DUE ON : ________________________________
FROM : (Name of the Contractor)

Both the envelopes / packets shall be individually sealed and kept in an outer envelope marked as:

TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)
NIT No. : ________________________________
DUE ON : ________________________________
FROM : (Name of the Contractor)
The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in “Notice Inviting Tender”. The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in “Notice Inviting Tender”.

1.1 First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions or whose Techno-Commercial Bid and PQ Documents are not found suitable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the ‘Price-Bid’ / Tender.

1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 EARNEST MONEY DEPOSIT - NOT APPLICABLE -

3.0 EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 FOR ITEM RATE TENDERS

4.1.1 The tenderers should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out and the requisite totals and page totals given.

4.1.2 All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

4.1.3 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sum) has been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS” items.

4.2 FOR PERCENTAGE RATE TENDERS

4.2.1 In case of Percentage Rate Tenders, tenderer shall fill up in the Schedule / Bill of Quantities, percentage Below/Above/Par (in figures as well as in words) to total estimated cost given in Schedule / Bill of Quantities, he will be willing to execute the work. The tenderer should quote a unique single percentage plus / minus over the total estimated amount given in Schedule / Bill of Quantities. In case
more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the Tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.

4.2.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage (plus or minus) over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible.

4.2.3 In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between percentage rate in figures and words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of EPI shall be final & binding on the tenderer including rejection of Tender and forfeiture of EMD.

5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/ modification(s) shall be rejected.

6.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer / tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.

7.0 The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorized representative shall be intimated by the Contractor with in 07 days of issue date of telegram / letter / telex / fax of Intent by EPI.

10.0 The tenderer shall not be permitted to Tender for works if his near relative is posted as an Assistant Manager or any higher ranks in the concerned Regional Office of EPI. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in EPI. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under EPI.

11.0 No employee of EPI of the rank of Assistant Manager and above is allowed to work as a Contractor or as an employee of a Contractor having interest in EPI for a period of two years after his retirement/ relief from the service of EPI, without the prior permission of EPI in writing. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who had not obtained the permission of EPI as aforesaid before submission of the Tender or engagement in the Contractor’s service.

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum” to “Form of Tender”, which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.
13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

14.0 The Drawings given with the Tender Documents are TENDER DRAWINGS and are indicative only.

15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.

16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the ‘Tender Documents’.

   a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

   b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.

   c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

17.0 Tenders with following discrepancies are liable for rejection:

   a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.

   b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD.

   c) Tender received after specified date/time whether due to postal or other delays.

   d) Tender in respect of which canvassing in any form is resorted to by the tenderer whatsoever.

   e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.

18.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by EPI (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

19.0 Tenderer shall submit the following documents along with their Tenders in the first envelope (Techno-Commercial Bid):

   a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

   b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
c) Details of similar works executed.

d) Audited balance sheets and profit and loss accounts alongwith schedules for the last 3 years.

e) Copy of latest income-tax returns filed along with PAN.

f) Details of manpower available.

g) Details of equipments, tools and plant available.

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.

j) Copy of Provident Fund Number allotted by PF authorities.

k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

l) Latest Solvency certificate from Nationalised/Scheduled Bank.

m) Latest Sales Tax Registration and Clearance Certificate.

n) Any other document as stipulated above and in “Tender Documents’

20. Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : _________________________________

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer
Dated : ____________________
FORM OF TENDER

To,

Engineering Projects (India) Limited
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : ______________________________

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the __________________________ day of ______________________________

SIGNATURE OF TENDERER
NAME (CAPITAL LETTERS) : __________________________
OCCUPATION: __________________________
ADDRESS: __________________________
SEAL OF TENDERER: __________________________
MEMORANDUM
(ENCLOSURE TO FORM OF TENDER)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. : ________________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of work : Architectural and Engineering Services for Construction and repairing of Structure’s as detailed below at NIT Raipur (C.G) Campus.</td>
<td></td>
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<tr>
<td>1)</td>
<td>Complete repair based on the ground situation of individual quarter/ blocks (E,F and D Types)</td>
<td></td>
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<tr>
<td>2)</td>
<td>Complete face- Lifting including water proofing of the Main Institute Building and Hostels. This would include:-</td>
<td></td>
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<tr>
<td>i)</td>
<td>Complete renovation of toilets including repairing of sewerage and drainage system,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii)</td>
<td>Tiling work (wherever required),</td>
<td></td>
<td></td>
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<tr>
<td>iii)</td>
<td>Fixing of tiles as dados in the corridors,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv)</td>
<td>Electric Wiring (wherever required),</td>
<td></td>
<td></td>
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<tr>
<td>v)</td>
<td>Repairing and replacement of doors and windows</td>
<td></td>
<td></td>
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<tr>
<td>vi)</td>
<td>Retrofitting of RCC works (repairing of damaged slabs and chajjas),</td>
<td></td>
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<tr>
<td>vii)</td>
<td>Complete Waterproofing of the roof,</td>
<td></td>
<td></td>
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<tr>
<td>viii)</td>
<td>False ceiling works in drawing halls,</td>
<td></td>
<td></td>
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<tr>
<td>ix)</td>
<td>Interior color washing,</td>
<td></td>
<td></td>
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<td>x)</td>
<td>Lift for Handicapped,</td>
<td></td>
<td></td>
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<tr>
<td>xi)</td>
<td>Design of entrance lobby and lobby in front of Director’s office,</td>
<td></td>
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<tr>
<td>xii)</td>
<td>Repairing of the benches and other fixed furniture in the drawing halls,</td>
<td></td>
<td></td>
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<tr>
<td>xiii)</td>
<td>Outside Landscaping in front</td>
<td></td>
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<tr>
<td>xiv)</td>
<td>Covering the present cycle stand with space-frame structure,</td>
<td></td>
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<tr>
<td>xv)</td>
<td>Preparation of parking space in between boundary and Architecture Building with Landscaping , &amp;</td>
<td></td>
<td></td>
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<tr>
<td>xv)</td>
<td>Any other items suggested later.</td>
<td></td>
<td></td>
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</tbody>
</table>

ii) Owner/Client / Employer : National Institute of Technology Raipur, Raipur

iii) Type of Tender : Pre-tender

iv) Earnest Money Deposit : NIIT Rs. NIL

v) Estimated Cost : NIT Rs. To be worked out by A & E.

vi) Time for completion of work : NIT Total work to be completed in 12 months and in accordance with the time schedule of completion of work in the Tender Documents.

vii) Advance on award of work : As per Clause No. 4.1.0 and 5.1.1

viii) Interest Rate on Advance : Interest Free
ix) Number of Installments for recovery of Mobilisation Advance : As per Tender documents.

x) Schedule of Rates applicable

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Civil Works</td>
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<tr>
<td>Sanitary Works</td>
<td></td>
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<tr>
<td>Electrical Works</td>
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</tr>
</tbody>
</table>

xi) Validity of Tender : 90 (Ninety) Days

xii) Security Deposit cum Performance Guarantee : 5.00% (Five Percent only) of Contract Value within 10 days from the date of issue of telegram / letter / telex / FAX of Intent of acceptance of Tender.

xiii) Retention Money : 5.00% (Five percent only) of the contract amount, which shall be deducted in the manner set out in this contract.

xiv) Time allowed for starting the work : The date of start of contract shall be reckoned 7 days from the date of issue of telegram / letter / telex / FAX of Intent of acceptance of Tender.

xv) Defect Liability Period : 12 (Twelve) Months from the date of taking over of works.

xvi) Arbitration : Arbitration shall be as per provisions of Clause no.76 of GCC. The Venue of Arbitration shall be Mumbai

xvii) Jurisdiction : Mumbai Courts.

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) :

OCCUPATION :

ADDRESS :

SEAL OF TENDERER