Instructions to Tenderers
(For Tenders for Pre-Tender tie-Up)

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi as per details given below.

The tender is for Providing Architectural and related services work for the proposed CSIR Innovation Complex at CSIR NIO Regional Centre, Lokhandwala Road Four Bungalows, Andheri (West), Mumbai-400053 as described in the Enquiry Letter.

2. The tenderer is required to sign each page of ‘Tender Documents’ and return the complete ‘Tender Documents’ duly signed and stamped on each page.

3. Tenders shall be submitted on or before 4 PM on 28.6.2012 in sealed envelope marked “Tender for …………………………………………………………………………………………………………………………………………………………………………………” at the following address by Registered Post or through messenger:

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following :-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to furnish the documents required for pre-qualification if any in this envelope.

In this envelope the tenderer should also keep ‘Tender Documents’ duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with “Techno-Commercial Bid”.

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the Lump sum rate in the format given 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 two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para. – 3.

The sealed price-bid of such tenderers who are found suitable & acceptable on scrutiny of documents furnished by them in first envelope shall only be opened. The tenders of all such parties,
who are not found suitable, shall not be considered. The decision of EPI in this regard shall be final & binding on the party.

5.0 EPI reserves the right to postpone the tender submission date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.

A ‘Pre-Tender Tie-Up Agreement’ giving various terms and conditions of EPI against this tender has been furnished to the tenderers. EPI at its option may enter into ‘Pre-Tender Tie-Up Agreement’ with the selected tenderer on the terms & conditions contained in the ‘Pre-Tender Tie-Up Agreement’.

6.0. 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, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

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

   d)

7.0. The tenderer shall furnish the name(s) and designation of relative(s) if any, employed by EPI.

8.0. Tenders with following discrepancies are liable for rejections;

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

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

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

   d) Tenders in respect of which canvassing in any form is resorted to by the tenderer

   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.

9.0 No deviation shall be allowed from the terms and conditions stipulated in the ‘Tender Documents’ and tender containing deviations are liable to be rejected. If any Deviation is inescapable, the same must be specified in a separate ‘Deviation Sheet’ and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these ‘Tender Documents’. EPI does not bind itself to
accept any or all deviations. EPI reserves its right to reject such tenders without any further correspondence with the tenderer and their price bid shall not be opened.

10.0 EPI reserves the right to split the work. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.

11.0 The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

12.0 These ‘Instructions to Tenderers’ shall form part of the ‘Tender documents’.

13.0 In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees as specified in ‘Tender Documents’ within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.

13.0 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 & condition 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.

14.0 The tenderer must carefully inspect and examine the site and its surrounding and completely satisfy himself before submitting tender as to the nature of the ground, form and the nature of the site, overground or underground utilities or services which may hinder the progress, means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information to risks, contingencies and other circumstances which may influence or effect the tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and also of the conditions and specifications.

15.0 EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.

16.0 EPI reserves the right to reject any or all tenders or annul this process at any stage without assigning any reasons thereof and EPI does not bind itself to accept the lowest tender. The tenderer shall have no claim on EPI on this account whatsoever.

17.0 In case the tender cannot be submitted by any tenderer for any reasons the complete set of ‘Tender Documents’ in full shall be returned promptly but not later than 15 days from the due date to the address mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

18.0 The sub-contract shall be governed by the Indian Laws for the time being in force.

   Jurisdiction: All disputes shall be subject to Mumbai Courts alone.
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, value, date of start and completion.

c) Details of similar works executed.

d) Audited balance sheet and profit and loss account for the last 3 years.

e) Copy of latest income-tax returns filed.

f) Details of manpower available.

g) Details of equipments, tools and plant available.

h) Credentials and completion certificates.

i) Registration Certificate/Memorandum of Association/Partnership Deed.

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) Solvency certificate from Bank.

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

20.0 The successful tenderers are required to make a presentation at Jammu from 17.7.2012 to 18.7.2012 in front of CSIR-IIIM at their own expenses

Seal and signature of the tenderer
PRE-TENDER TIE-UP AGREEMENT

WHEREAS Engineering Projects (India) Ltd. (EPI) is a premier construction company of Govt. of India, having its regional office at 6A, 6th Floor, “Bhaktawar”, Nariman Point, Mumbai – 400021 and registered office at Core –3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter called "EPI" which expression shall unless repugnant to the context include its successors and assigns).

WHEREAS ..................... (hereinafter referred to as "Client") vide their letter/tender notification No.................. dated ............. has invited tenders for ...................(hereinafter referred to as 'Project')
WHEREAS EPI wishes to participate in the above-mentioned project as main Project Management Consultant (PMC)
WHEREAS M/s.................... with their registered office at .............(hereinafter called "PARTY" which expression shall unless repugnant to the context include its successors and assigns) agreed to participate in the ....................... (hereinafter referred to as “Works” of the above Project as Architect/Associate Consultant of EPI.
WHEREAS EPI and PARTY are hereinafter referred to collectively as “Parties”. AND WHEREAS EPI now agrees to associate PARTY as Architect/associate consultant for rendering consultancy services to EPI for the aforesaid project on the terms and conditions hereinafter mentioned “Works”.

NOW THEREFORE, it is hereby agreed by and between EPI and the PARTY to associate for the above “Works” on the following terms and conditions:

1.0 Scope of Work:

1.1 The activities under the scope of work of Architect/ Associated Consultant shall broadly include but not limited to the following

1.1.1 Design and Planning stage

The EPI/CSIR-IIM would furnish the requirements and area schedule for various functions to Architect/ASSOCIATE CONSULTANT who shall, there upon, render the following services :

1.1.1.1 Submit a feasibility Report on the proposed development scheme taking into account of the existing building as per the prevailing norms as applicable at Mumbai and other necessary studies if any.

1.1.1.2 Furnish report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
1.1.1.3 Based on general instruction/requirements for designing and planning referred in ‘Architectural Program’, the Architect shall furnish the details of useful areas, services areas, circulation area and total plinth area on the basis of the concept design/drawing of CSIR and various facilities proposed under ‘specific requirements’ (para 2.2.2 of tender documents of CSIR-IIIM which shall be applicable to Architect) with ‘preliminary estimate (PE) as per norms to get information in respect of magnitude of work, its components and services and cost of all such items involved. The proposals should be supported by relevant supporting drawings for various services and facilities proposed, with general schematic layout /preliminary sketch of individual floors for all services.

1.1.1.4 Finalize the design scheme as per permissible FSI.

1.1.2 Preliminary Planning & Design

1.1.2.1 Prepare necessary submission of drawings on the basis of conceptual design & drawings already available with CSIR for various statutory approvals and obtain statutory approvals and ensure compliance and controlled with codes, standards and legislation, as applicable. The concept design and controlled drawings along with the various services requirements shall be provided by EPI to Architect/associate consultant for further detailing as per requirement of the local municipal/development authorities.

1.1.2.2 Preparation of design brief report necessary, if any for clearance from statutory bodies as per requirement.

1.1.2.3 Preparation of detailed specifications for various building services and component as per the concept design of the proposed building for submission to statutory bodies as per requirement.

1.1.2.4 Furnish detailed project cost of the building including various services & specialized services/utilities, statutory fees payable to various authorities/local bodies. After the receipt of drawings and preliminary estimates from Architect/associate consultant the entire proposal will be processed by CSIR-IIIM for administrative approval of the competent authority. Further work beyond this stage will be taken up by EPI only after, CSIR-IIIM conveys its administrative approval. In case the administrative approval is not given by the competent authority of CSIR-IIIM/CSIR, then the work will be terminated as per Article-13 of Chapter-5 of ‘General Conditions of Contract’ of CSIR-IIIM tender documents which shall be applicable to Architect/associate consultant also.

1.1.2.5 Architect/associate consultant will carry out detailed design & details as per scope of work mentioned in the document and on the basis of drawings approved by various statutory bodies. Thereafter Architect/associate consultant will prepare BOQ and tender documents to enable EPI to issue NIT, process & award the civil & services (Internal & External) works and get them executed as per specifications & requirements generally on provisions of CPWD manual by following its own procedures for implementing the contracts. The services of Architect/associate consultant shall also include the following:
1.1.2.5.1 Submit the proposal complete in all respect to local bodies as per the requirement of the various statutory bodies including preparation of Model/Presentation of Model etc. if any.

1.1.2.5.2 Obtain the approval of plan, design & drawing etc. from the competent authority, statutory bodies etc. as necessary, according to the local Acts, Laws, Regulations etc. and make any changes desired by such authorities. The approved/modified plan and drawings are to be submitted to the Employer before the start of the work.

1.1.2.5.3 Submit program of work assigned to them, up to the stage of tender document.

1.1.2.6 Architect/associate consultant will provide is consultancy services to get the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality and quantum of water. The expenditure incurred on soil investigations and hydrological tests shall be borne by the CSIR-IIIM.

1.1.3 **Detailed Drawing Stage**

Preparation of detailed engineering drawings with details incorporating services and schedule of quantities.

This will include :-

1.1.3.1 Preparation of detailed engineering drawings including structural, electrical HVAC and other services drawings and detailed estimate generally on provisions of CPWD manual

1.1.3.2 Furnish detailed project cost as specified and approved in preliminary estimate.

1.1.3.3 Obtain approval of local authorities, if any, and make changes required by them with intimidation to employer.

1.1.4 **Construction Stage** :

Prepare and issue working and detailed drawings for proper execution of works during construction.

1.1.4.1 Approve samples of various elements and components in consultation with CSIR-IIIM.

1.1.4.2 Check and approve shop drawings submitted by the contractors/vendors.

1.1.4.3 To ensure that the work at site proceeds in accordance with the contract documents/drawings.
1.1.4..4 Obtain completion and occupation certificate from all local authorizes statutory bodies as per statutory rules after the completion of the respective/stages of work.

1.1.4..5 Prepare as built drawings including services and structure & issue two sets of drawings along with the soft copies of all the drawings.

1.2 CONSTRUCTION MANAGEMENT

1.2.1 Pre-construction stage

1.2.1.1 Architect/associate consultant will provide its consultancy services for necessary inputs, tender documents, NIT etc for soil/hydrological test and/or surveying etc. EPI will get the work executed generally as per provisions of CPWD manual by following its own procedure. The cost incurred for testing, surveying etc. as mentioned in feasibility studies will be borne by CISR-IIIM.

1.2.1.2 Architect/associate consultant will prepare detailed tender documentation with all tender drawings, Bill of quantities and specification to enable EPI to float tenders, issue NIT for inviting bids, process and award the works and get them executed as per specifications & requirements approved by CSIR-IIM generally as per provisions of CPWD manual by following its own procedure.

1.2.1.3 Furnish work schedules and fund requirements at various stage of work to EPI.

1.2.2 Construction Stage

1.2.2.1 Prepare detailed coordinated construction schedule.

1.2.2.2 Prepare list of drawings that shall be released for the project with a detailed drawing schedule in accordance to the agreed construction and Project schedule.

1.2.2.3 Arrange detailed construction drawings for execution of work at site.

1.2.2.4 To ensure construction drawings are finalized after coordination with other disciples and all agencies to have clear demarcated responsibility.

1.2.2.5 Shall deploy adequate Engineers at site for day to day related activities.

1.2.2.6 Carry out quality assurance checks & adhere to maintain quality assessment reports.

1.2.2.7 Interact & Liaise with CSIR-IIM to understand, integrate and link the services to the existing building services.

1.2.2.8 In case of necessity for changes in terms of design, quantities, and specifications etc. Architect/ASSOCIATE CONSULTANT should provide detailed justification for obtaining approval from CSIR-IIM, in case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, Architect shall submit revised estimates along
with justification for affected items of work for approval of CSIR-IIM. On approval CSIR-IIM shall release further funds as per these approved revised estimates.

1.2.2.9 Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the vendors/contractors.

1.2.2.10 Ensure all statutory inspections and checks.

1.2.3 Post Construction Stage

1.2.3.1 Witness testing & commissioning of all utilities and certify the same

1.2.3.2 Arrange to furnish, certify and approve ‘As built Drawings”.

1.2.3.3 Co-ordinate with vendors/contractors and arrange for user operation maintenance manuals and training to client’s representatives.

1.2.3.4 Prepare hold-up lists and schedule completion for these hold-ups.

1.2.3.5 Negotiate with vendors for Annual Maintenance Contracts, retention period and guarantee time frame, if required.

1.2.3.6 Architect/Associate consultant to prepare documentation of the design basis report(s) and also be responsible to prepare the documentation of the various designs and detailed drawings including preparation of CDs for record/archiving purposes. Copies of all records & CDs including all statutory approvals in original to be handed over to EPI /CSIR-IIM for future references.

1.2.4 Working procedure during Implementation of the Project

Architect/Architect shall prepare all detailed drawings including, structural and services drawings along with preliminary & detailed estimates. Bill of quantity (BOQ) & Technical specifications, tender documents consisting of NIT, GCC based on EPI GCC,, SCC and BOQ for different phases and shall ensure self sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications those of the various items of BOQ and estimates etc. based on concept architectural design and drawings.

1.2.6 Other Responsibilities of Architect

1.2.6.1 Providing to EPI /CSIR-IIM “As –Built drawings” of the project for purpose of record.

1.2.6.2 Architect/associate consultant shall include the provision of dismantling & reinstallation of existing services equipments of CSIR-IIM such as DG sets, boilers, Lifts, Incinerators etc which are to be reused including obtaining of mandatory approvals from local bodies.
1.2.6.3 Architect/associate consultant shall obtain completion certificate & other necessary statutory approvals from concerned authorities & handover the building complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc at site, if any to the EPI.

1.2.7 **Obligation of the EPI/CSIR-IIIM**

1.2.7.1 To provide assistance to the extent possible to Architect/associate consultant for getting clearance from concerned statutory authorities. However, the responsibility for getting such statutory clearances will rest with architect/associate consultant.

1.2.7.2 The CSIR-IIIM/EPI shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with Architect/associate consultant for obtaining electrical and water connections.

1.3 **Commencement and Completion of Project:**

The Contractual Completion Period shall be 36 months from the date of commencement. The date of commencement shall start from the date of issue of LOI to Architect/associate consultant.

2.0 In the event of award of project to EPI by Client, EPI shall associate PARTY for above “Works”.

3.0 **Followings shall be applicable on award of the Project**

3.1.1 The Party shall furnish performance guarantee on the proforma of EPI from a scheduled / nationalised bank to the extent of 5% of the value of total Contract Value within 7 days of the signing of Consultancy 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 Architect 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.

3.1.2 5% of the fees payable to party 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 party.

3.1.3 The payment shall only be released after party 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.
3.1.4 Payment of running bills shall be made to the Architect based on the contract value at which work is awarded by EPI to party or approved estimated cost (excluding EPI’s agency charges, Service Tax, contingencies), whichever is lower.

3.1.5 The Architect 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 Architect.

4.0 In case of non-award of the project to EPI by Client (CSIR-IIIM) due to any reason, the PARTY shall have no claim whatsoever on EPI and nothing shall be paid for pre-bid services.

5.0 Payments as and when received by EPI from the Client for PARTY’s portion of work shall be released to PARTY within seven working days of its receipt by EPI.

6.0 The PARTY shall post adequate competent engineers and supervisory staff at site for day-to-day execution and supervision of its works etc. during the entire duration of the contract including maintenance/defect liability period. The minimum number and level of engineers, supervisors and other personnel to be deployed by the PARTY should be as directed by EPI. In case the PARTY fails to deploy adequate number of personnel at site/office, EPI after giving seven days notice shall engage the required personnel solely at the risk and cost of the PARTY and debit the cost of the same to the account of PARTY for its Recovery. EPI shall exercise overall management, monitoring and coordination of project. EPI shall not post any staff during maintenance/defect liability period for which the PARTY shall make suitable arrangement to the satisfaction of EPI/Client.

7.0 The PARTY will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. PARTY shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/Client for proper execution and successful completion of the “Works”.

8.0 If desired by EPI, PARTY shall be available/associate with EPI at its own cost in meetings/negotiations with EPI/Client for its portion of work. PARTY shall furnish all information and clarifications as and when required by EPI/Client. The PARTY shall abide by any modifications/changes etc. in tender prices, terms & conditions for its portion of work, agreed by it during negotiations with Client/EPI.

9.0 In case of non-approval of PARTY’s association for the Project by the Client and/or by the Corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the PARTY shall have no claim on EPI.

10.0 TDS / Income tax shall be deducted as per Income tax act, as applicable.
11.0 EPI is an ISO-9001 and ISO-14001 Company. The conditions of the ISO as applicable should be followed by the PARTY for implementation & maintaining the established procedures of EPI for this purpose. Following documents have been provided by EPI to PARTY & PARTY confirms receipt of the same:
   
   a. Quality & Environmental policy  
   b. Objectives & Targets.  
   c. Operational control procedures - Noise.  
   d. Operational control Procedures - wastage.

12.0 EPI has agreed to associate PARTY on the basis of details regarding experience profile, financial standing, credentials, fulfillment of statutory obligations, etc. of PARTY submitted by PARTY to EPI. In case, at a later stage even after signing of this agreement it is found that the PARTY has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of PARTY with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this agreement solely at its option. In this eventuality the PARTY shall be liable for the losses suffered by EPI and further PARTY shall have no claim on EPI, whatsoever.

13.0 PARTY affirms that they would keep the information relating to the ‘Pre-Tender Tie-Up Agreement’ and its details confidential and would not divulge the same to any other party without written permission of EPI.

14.0 This agreement shall be governed by the Indian Laws for the time being in force and only the Courts in Mumbai alone shall have the exclusive jurisdiction to entertain and decide any matter arising out of the agreement/contract.

15.0 DEFAULT OF A PARTY AND INDEMNIFICATION
Each Party shall fully indemnify the other Party for any and all losses or expenses incurred as a result of its failure to comply with this agreement, the contract or as a result of any other default which may materially and adversely affect its participation in the tender. Should any Party (Defaulting party/ies):
   (a) be in material breach or default under this agreement or the Contract; or
   (b) become bankrupt or be put under an administrator, stop payments or enter into any similar condition that indicates insolvency
Such Party shall indemnify and hold the other party harmless from any and all liability incurred by the other party as a result of such breach or default. The above shall be without prejudice to any other rights or remedies that the other party might have against the defaulting party. EPI may opt for more parties or reserve its right not to award the work to other party if requirements of contract conditions are not met with and /or time and cost are not within the framework of EPI.

In the event of bankruptcy, dissolution or litigation of the other party (name of the other party), EPI reserve its right to exclude the insolvent other party from further participation in the project.
16.0 EXCLUSIVITY
The Parties undertake that neither they nor any of their subsidiaries or parent companies will in any way have any separate dealings with any other company, consortium or joint venture in connection with the planning and execution of the project under consideration or for the carrying out of the Works or part thereof, directly or as a subcontract to their parties, till the finalization of the award of the Contract or as a third Partner, till a no objection is taken from EPI.
Provided however, in order to improve acceptability of this agreement and to submit the most competitive offer, Parties shall be free to associate with others for their scope of works which does not interfere with the scope of work of the other party and shall be exclusively responsible to each other. The scope of each party shall be separately drawn with mutual discussions and will be laid down at the time of award of the contract.

17.0 CONFIDENTIALITY:
In order to protect proprietary information of the parties, the parties hereby agree to take care of all reasonable precautions including the establishment of appropriate procedures and discipline to safeguard the confidentiality of such information, not to use them for its own or another’s advantage except of the purposes of the objectives of this agreement during and after the tenure hereof.

18.0 CONCILIATION AND ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of part-II of the Arbitration and Conciliation Act. 1996. When such conciliation has failed. The parties shall adopt the following procedure for arbitration:

1. Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to quality of workmanship or materials used or as to any other question, claim, right, matter or thing whatsoever in any arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the executions or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitration of the Chairman and Managing Director (CMD) of Engineering Projects (India) Limited (EPI), or any other person discharging the functions of CMD of EPI and if CMD or such person discharging the functions of CMD of EPI is unable to act, to the Sole Arbitration of some other person appointed by the CMD of EPI or such other person discharging the functions of CMD of EPI. There will be no objection if the arbitrator so appointed is an employer of Engineering Projects (India) Limited. However, such an employee shall not have directly dealt with the said contract or the works there under on behalf of EPI. Such Arbitration shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

2. If the arbitrator so appointed resigns his appointment is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.
3. It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences are questions to be referred to the arbitrator under this clause together with the amounts claimed in respect of each dispute.

4. The arbitrator may proceed with the arbitration ex-parte if either party in spite of a notice from the arbitrator ends to take part in the proceeding.

5. The work under the contract shall continue, if required, during the arbitration proceedings.

6. The Arbitrator shall make speaking Award and give reasons for his decision in respect of each dispute/claim alongwith the sums awarded separately on each individual item of dispute or difference or claim. The Arbitrator shall make separate award on each reference made to him.

7. The award of the arbitrator shall be final, conclusive and binding on both the parties.

8. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Notwithstanding anything contained here in above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provide vide Clause No. A given below:

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTERSE/GOVERNMENT DEPARTMENTS.

1. In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the Instruction (Office Memorandums/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Govt. Deptt and another, one Govt. Deptt and a Public Sector Enterprise and Public Sector Enterprises interse.

2. Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GLI dated 22/01/2004 of Department of Public Enterprises. Ministry of Heavy Industries and Public Enterprises or any modification issued in this regard.

19.0 This ‘Pre-Tender Tie-up Agreement’ is signed in duplicate for retaining one copy each by the “Parties” and both the copies shall be taken as original.
IN WITNESS WHEREOF the “Parties” hereto have set their hands on these presents on The-
-------------- day of------------ at ------------

PARTY Engineering Projects (India) Ltd.

Authorized Signatory

Witnesses:

1. 1.

2. 2.
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at on ................................................ day of .......................................between the Engineering Projects (India) Limited (EPI), having its regional office at 6A, 6th Floor, “Bhaktawar”, Nariman Point, Mumbai – 400021 and 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 ................................................ (hereinafter called the Architect/‘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 PMC by ..............................................................for the work pertaining to ..............................................................at ..............................................................(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.

..............................................................shall be referred to as “Client” in this agreement.

Now this agreement witness as under:

2.0. Scope of Work

2.1 The activities under the scope of work of PMC shall broadly include but not limited to the following

2.1.1 Design and Planning stage

The EPI would furnish the requirements and area schedule for various functions to Architect who shall, thereupon, render the following services:

2.1.1.1 Submit a feasibility Report on the proposed development scheme taking into account of the existing building as per the prevailing norms as applicable at Mumbai and other necessary studies if any.

2.1.1.2 Furnish report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
2.1.1.3 Based on general instruction/requirements for designing and planning referred in ‘Architectural Program’, the Architect shall furnish the details of useful areas, services areas, circulation area and total plinth area on the basis of the concept design/drawing of CSIR and various facilities proposed under ‘specific requirements’ (para 2.2.2 of tender documents of CSIR-IIIM which shall be applicable to Architect) with ‘preliminary estimate (PE) as per norms’ to get information in respect of magnitude of work, its components and services and cost of all such items involved. The proposals should be supported by relevant supporting drawings for various services and facilities proposed, with general schematic layout / preliminary sketch of individual floors for all services.

2.1.1.4 Finalize the design scheme as per permissible FSI.

2.1.2 Preliminary Planning & Design

2.1.2.1 Prepare necessary submission of drawings on the basis of conceptual design & drawings already available with CSIR for various statutory approvals and obtain statutory approvals and ensure compliance and controlled with codes, standards and legislation, as applicable. The concept design and controlled drawings along with the various services requirements shall be provided by EPI to Architect for further detailing as per requirement of the local municipal/development authorities.

2.1.2.2 Preparation of design brief report necessary, if any for clearance from statutory bodies as per requirement.

2.1.2.3 Preparation of detailed specifications for various building services and component as per the concept design of the proposed building for submission to statutory bodies as per requirement.

2.1.2.4 Furnish detailed project cost of the building including various services & specialized services/utilities, statutory fees payable to various authorities/local bodies. After the receipt of drawings and preliminary estimates from Architect the entire proposal will be processed by CSIR-IIIM for administrative approval of the competent authority. Further work beyond this stage will be taken up by Architect only after, CSIR-IIIM conveys its administrative approval. In case the administrative approval is not given by the competent authority of CSIR-IIIM/CSIR, then the work will be terminated as per Article-13 of Chapter-5 of ‘General Conditions of Contract’ of CSIR-IIIM tender documents which shall be applicable to Architect also.

2.1.2.5 Architect will carry out detailed design & details as per scope of work mentioned in the document and on the basis of drawings approved by various statutory bodies. Thereafter Architect will prepare BOQ and tender documents etc. to enable EPI to issue NIT, process & award the civil & services (Internal & External) works and get them executed as per specifications & requirements generally as per the provisions of CPWD manual by following its own procedures for implementing the contracts. The services of Architect shall also include the following :

2.1.2.5.1 Submit the proposal complete in all respect to local bodies as per the requirement of the various statutory bodies including preparation of Model/Presentation of Model etc. if any.
2.1.2.5.2 Obtain the approval of plan, design & drawing etc. from the competent authority, statutory bodies etc. as necessary, according to the local Acts, Laws, Regulations etc. and make any changes desired by such authorities. The approved/modified plan and drawings are to be submitted to the Employer before the start of the work.

2.1.2.5.3 Submit program of work assigned to them, up to the stage of preparation of BOQ and tender document.

2.1.2.6 Architect will provide consultancy services to get the necessary soil investigation studies done to ascertain bearing capacity of soil, sub soil & water level for structural designs. It will also get the hydrological tests done for ascertaining the availability, quality and quantum of water. The expenditure incurred on soil investigations and hydrological tests shall be borne by the CSIR-IIIM.

2.1.3 **Detailed Drawing Stage**

Preparation of detailed engineering drawings with details incorporating services and schedule of quantities.

This will include :-

- **2.1.3.1** Preparation of detailed engineering drawings including structural, electrical HVAC and other services drawings and detailed estimate generally as per provisions of CPWD manual.
- **2.1.3.2** Furnish detailed project cost as specified and approved in preliminary estimate.
- **2.1.3.3** Obtain approval of local authorities, if any, and make changes required by them with intimidation to employer.

2.1.4 **Construction Stage :**

Prepare and issue working and detailed drawings for proper execution of works during construction.

- **2.1.4.1** Approve samples of various elements and components in consultation with CSIR-IIIM.
- **2.1.4.2** Check and approve shop drawings submitted by the contractors/vendors.
- **2.1.4.3** To ensure that the work at site proceeds in accordance with the contract documents/drawings.
2.1.4.4 Obtain completion and occupation certificate from all local authorizes statutory bodies as per statutory rules after the completion of the respective/stages of work.

2.1.4.5 Prepare as built drawings including services and structure drawings & issue two sets of drawings along with the soft copies of all the drawings.

2.2 CONSTRUCTION MANAGEMENT

2.2.1 Pre-construction stage

2.2.1.1 Architect will provide its consultancy services for necessary inputs, tender documents, NIT etc for soil/hydrological test and/or surveying etc. EPI will get the work executed generally as per provisions of CPWD manual by following its own procedure. The cost incurred for testing, surveying etc. as mentioned in feasibility studies will be borne by CISR-IIIM.

2.2.1.2 Architect will create detailed tender documentation with all tender drawings, Bill of quantities and specification to enable EPI to float tenders, issue NIT for inviting bids, process and award the works and get them executed as per specifications & requirements approved by CSIR-IIM generally as per provisions of CPWD manual by the following its own procedure.

2.2.1.3 Process the pre-qualification of vendors / construction agencies of various works and services at appropriate stages as per CPWD guidelines or, by following its own procedure.

2.2.1.4 Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.

2.2.1.5 Furnish work schedules and fund requirements at various stage of work to EPI.

2.2.2 Construction Stage

2.2.2.1 Prepare detailed coordinated construction schedule.

2.2.2.2 Prepare list of drawings that shall be released for the project with a detailed drawing schedule in accordance to the agreed construction and Project schedule.

2.2.2.3 Arrange detailed construction drawings for execution of work at site.

2.2.2.4 To ensure construction drawings are finalized after coordination with other disciples and all agencies to have clear demarcated responsibility.

2.2.2.5 Shall deploy adequate Engineers at site for day to day related activities.

2.2.2.6 Carry out quality assurance checks & adhere to maintain quality assessment reports.

2.2.2.7 Interact & Liaise with CSIR-IIM to understand, integrate and link the services to the existing building services.

2.2.2.8 In case of necessity for changes in terms of design, quantities, and specifications etc. Architect should provide detailed justification for obtaining approval from CSIR-IIM, in case there is likelihood of excess expenditure over the approved preliminary estimates at any
stage of work, Architect shall submit revised estimates along with justification for affected items of work for approval of CSIR-IIM. On approval CSIR-IIM shall release further funds as per these approved revised estimates.

2.2.2.9 Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the vendors/contractors.

2.2.2.10 Ensure all statutory inspections and checks.

2.2.3 Post Construction Stage

2.2.3.1 Witness testing & commissioning of all utilities and certify the same

2.2.3.2 Arrange to furnish, certify and approve ‘As built Drawings”.

2.2.3.3 Co-ordinate with vendors/contractors and arrange for user operation maintenance manuals and training to client’s representatives.

2.2.3.4 Prepare hold-up lists and schedule completion for these hold-ups.

2.2.3.5 Negotiate with vendors for Annual Maintenance Contracts, retention period and guarantee time frame, if required.

2.2.3.6 Architect to prepare documentation of the design basis report(s) and also be responsible to prepare the documentation of the various designs and detailed drawings including preparation of CDs for record/archiving purposes. Copies of all records & CDs including all statutory approvals in original to be handed over to EPI /CSIR-IIM for future references.

2.2.4 Working Procedure during Implementation of the Project

Architect shall prepare all detailed drawings including, structural and services drawings along with preliminary & detailed estimates. Bill of quantity (BOQ) & Technical specifications, tender documents consisting of NIT, GCC, SCC and BOQ for different phases and shall ensure self sufficiency of tender documents to eliminate any discrepancy between the intent of the specifications those of the various items of BOQ and estimates etc. based on concept architectural design and drawings.

2.2.6 Other Responsibilities of Architect

2.2.6.1 Providing to EPI /CSIR-IIM "As –Built drawings" of the project for purpose of record.

2.2.6.2 Architect shall include the provision of dismantling & reinstallation of existing services equipments of CSIR-IIM such as DG sets, boilers, Lifts, Incinerators etc which are to be reused including obtaining of mandatory approvals from local bodies.

2.2.6.3 Architect shall obtain completion certificate & other necessary statutory approvals from concerned authorities & handover the building complete in all respect, free from all encumbrances including the vacation of temporary workers hutments etc at site, if any to the EPI.
2.2.7 **Obligation of the EPI/CSIR-IIIM**

2.2.7.1 To provide assistance to the extent possible to Architect for getting clearance from concerned statutory authorities. However, the responsibility for getting such statutory clearance will rest with architect.

2.2.7.2 The CSIR-IIIM/EPI shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with Architect for obtaining electrical and water connections.

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3.0 **Payment of Consultancy Fees:** Architect fees on lump sum basis is

Rs........................................... (in words

.................................................................................................................. for

providing our services as per the scope of work and terms & conditions of

Agreement.

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4.0 **Stages of payment of Architect Fee:**

4.1. Preparation and approval of preliminary scheme and preliminary estimates by CSIR-IIIM, and obtaining statutory /municipal Approvals.

Stage-1 : 10% of total fee payable.

4.2. Preparation of detailed drawings and detailed estimates, then approval of CSIR-IIIM

Stage-2 : 20% of the total fee payable less payment already made at stage (1)

4.3. Preparation of tender documents, Issue of N.I.T & award of works to vendors/agencies by EPI.

- Stage-3: 30% of total fee payable less payment

  Already made at stage (1) & (2)

4.4. During the execution of work by contractors/vendors (on pro-rate basis) commensurate with the value of the works executed.

- Stage-4: 80% of total fee payable less payment already made at stage (1), (2) & (3).

4.5. After successful completion & talking over of project and on acceptance of project by CSIR-IIIM.

- 90% of total fee payable less payment already made at stage (1), (2), (3) & (4)

4.6. Balance payment on cessation of Architect responsibility under Article 16 of general terms & condition of Contract of CSIR-IIIM tender documents on handing over after obtaining all statutory approvals including Completion Certificate and fulfilling of all other obligations under the Contract

- 100% of the total fee payable less payment already made at stage (1), (2), (3), (4) & (5)
5.0. TERMS AND CONDITIONS

5.1.1 The Architect 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 Architect 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. (upon award of works) shall be released after Architect furnishes bank guarantee of equivalent amount from a scheduled / nationalised bank on the Proforma of EPI. In case payment of stage 4.1. is not drawn due to non-furnishing of bank guarantee, the same shall be released along with the substantial completion of stage 4.2

The Architect shall have no claim on EPI in case release of payment is delayed by client or project is not sanctioned to EPI.

5.1.4 The Architect 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 Architect in para 3.0 and nothing extra shall be payable to Architect in this regard.

5.1.5 PAYMENT TOWARDS VISITS

All expenses for visits performed by the Architect in connection with planning, designing, detailing, obtaining approval from client/ EPI/ Statutory bodies till the stage of approval of “Good for Construction drawings” till completion stage of work are included in the fees of Architect mentioned in Para 3.0 and nothing extra beyond the agreed fees is payable to them.

5.1.6 The Architect 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 included in fees mentioned in para 3.0 and shall not be paid extra by EPI

5.1.7 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
Architect 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 and architect have to complete the balance reduced scope of work on the same terms of the contract.

5.1.8 The Architect shall supply free of charge to EPI, the following documents:

5.1.8.1 Six numbers of copies of project report referred in clause 2.1.1

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

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

5.1.8.4 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.

5.1.8.5 Six sets of detailed estimates and rate analysis of all works.

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

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

5.1.8.8 Six sets of completion drawings and detailed documents.

In addition, associate consultant shall give to soft copies all above document for client / EPI's reference and record.

5.1.9 The Architect 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.

5.1.10 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.
5.1.11 The Architect 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 Architect 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.

5.1.12 The Architect 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 Architect 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.

5.1.13 The Architect 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 Architect, should not exceed by 3% (three 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 Architect upto the extent of maximum 15% (fifteen percent) of total consultancy fees/Contract Value. Further, no bonus shall be payable to the Architect in case of saving in executed quantities as compared to quantities given at pre award stage.

However the above guarantee by Architect on quantity variation of 3% is on the understanding that basic parameters as considered by Architect during the preliminary project report stage remains unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Architect 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 Architect at that stage. Nothing extra shall be payable to the Architect Consultants in this regard and same is deemed to be included within the fee agreed by Architect in para 3.0.
5.1.14 While providing consultancy services, the Architect 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. Architect shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

5.1.15 The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Architect from time to time and same are deemed to be included in the Architect fees and nothing extra shall be payable to the Architect in this regard.

5.1.16 The Architect 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 Architect is deemed to be included in the fees mentioned in para 3.0 However, the checking of design and drawings of the Architect by technical institutes as above shall not absolve the responsibility of the Architect.

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

5.2.1 PENALTY

In case the Architect fails to complete the work within the contract period or extended period mentioned in clauses clause 6.0 below owing to reasons attributable to Architect, 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 Architect. EPI shall be entitled to deduct such damages from the dues that may be payable to the Architect 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 Architect

6.0 Contract Period

On signing by EPI and Architect this contract shall be deemed to have come into force from the effective date of contract i.e. from 10th day of issue of letter of award by CSIR-IIIM and shall remain in force for 48 months. 36 months for construction and 12 months for fault liability period. In the event of increase in the contract period due to circumstances beyond the control of Either Architect/EPI/CSIR-
IIIM, nothing extra will be payable to Architect beyond the quoted fee

7.0 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.

8.0 A detailed agreement shall be signed on award of the Project to EPI based on the conditions laid down in the agreement.

9.0 Any deviation of the conditions can be decided mutually between Architect and Party.

For and on behalf of For and on behalf of

M/s Engineering Projects (I) Ltd.

WITNESSES: WITNESSES:
Proforma for Financial Bid  
(To be put in sealed cover)

Ref No. ......................

Date....................... 

The General Manager  
Engineering Projects (India) Limited  
6A, 6\textsuperscript{th} Floor  
Nariman Point, Mumbai-400021

Sub: “Architectural Services for Development of Proposed CSIR Innovation Complex at NIO- 
CSIR Regional Centre, Lokhandwala Road, Four Bungalows, Andheri (West), Mumbai”

Dear Sir,

We have carefully noted the scope of work for providing Architectural Services for as stated 
in the proposed draft agreement and tender documents of CSIR-IIIM enclosed as part of Bid 
documents. We are pleased to quote our fees (on lump sum basis) as 
Rs................................. (in words ...........................................................)

........................................................................................................................................................................

for providing our services as per the scope of work and terms & conditions of Agreement.

Thanking you, 

Signature with name and Date: 

Designation of the competitor 
(Authorized Seal)