01. Tender for Architects and Engineering Consultancy firms for rendering Consultancy, Design & Engineering services for Construction of Various Buildings in Phase-1 for IIIT, Ongole, Prakasam(District), Andhra Pradesh.

Engineering Projects (India) Ltd. Invites the online Offers on behalf of “Rajiv Gandhi University of Knowledge Technologies(RGUKT)” through e-tendering from the eligible Architects and Engineering Consultancy Firms for rendering Consultancy, Design & Engineering Service including Preparation of DPR for “Construction of Various Buildings in Phase-1 for IIIT, Ongole, Prakasam(District), Andhra Pradesh” in Single Stage Two Envelope system (Technical bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Package No</th>
<th>Name of Work</th>
<th>Estimated cost of Project for which Consultancy service to be provided</th>
<th>Time of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Architectural, Structural Design and Engineering Services, Preparation of Detailed Project Report(DPR), with proposals of complete tender document and other documents as required for Construction of Various Buildings in Phase-1 for IIIT, Ongole, Prakasam(District), Andhra Pradesh.</td>
<td>Rs. 170.00 Crs. Approx.</td>
<td>30 months</td>
</tr>
</tbody>
</table>

The detailed scope of work is given in the tender document.

Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents: upto 05.12.2016 (12.00 PM).

(ii) Last Date & Time of online submission of Tenders: On or before 09.12.2016 up to 03.00 PM.

(iii) Date & Time of online opening of tender (Technical Bid): 09.12.2016 at 03.30 PM.
PRE QUALIFICATION CRITERIA:

Architect & Engineering Consultant who fulfil the following basic qualifying requirements are eligible to participate in this tender. The joint Ventures / Consortium are not accepted:

a) The Architectural/ Consultant firm must have experience of having successfully completed following “similar works” during last 5(Five) years ending last day of month previous to the one in which applications are invited:

  Three similar completed works each costing (Construction Cost) not less than the amount equal to 40% of estimated project cost for consultancy work.  

  OR

  Two similar completed works each costing (Construction Cost) not less than the amount equal to 50% of the estimated project cost for consultancy work.  

  OR

  One similar completed work costing (Construction Cost) not less than the amount equal to 80% of the estimated project cost for consultancy work.

  The “Similar work” shall mean Architectural/Structural Design & Engineering services for construction of Institutional buildings.

  For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

  The experience certificate should be issued by office not below the rank of Executive Engineer/Project Manager.

b) Bidders must have average Annual Financial Turnover for last three consecutive financial years ending 31.03.2016 from ‘Design & Engineering services’ should not be less than 5.0 Crs. Copies of Balance sheet/Certificate duly certified by from Chartered Accountants to be submitted.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2016, Copies of balance sheet and certificate from Chartered Accountant to be submitted.

d) Should have Registration Certificate of ‘Council of Architecture’ in the name of proprietor/partner.

e) Proprietorship /Partnership deed/ Memorandum and Articles of Association of the firm and their details are to be submitted.
f) Copies of Sales Tax/ Work Contract Tax Registration Certificate/Service tax registration certificate (as applicable) and PAN of income tax and registration certificate with Council of Architecture etc are to be submitted.

g) The Architectural / Consultant firm require to furnish details of Skilled and Trained Manpower including Engineers, Architects and Technical staff employed and detail of software and hardware available with the consultant.

h) It is desirable that the bidder should have valid PF Registration No. In case, the bidders do not have PF Registration No, the same shall be obtained by successful bidder within one month from the date of LOI or before release of First RA Bill.

i) Bidders have to submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee.

2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in, CPP-Portal: www.eprocure.gov.in and as well as on TCIL portal http://www.tcil-india-electronic tender.com

1. Notice Inviting Tender

2. Annexure I - List of works/components, approx. Carpet area in sq.m.

3. Annexure II - Agreement for Design, Engineering & Consultancy services

4. Annexure III - Price Format

3.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

4.0 Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronic tender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited,
6th Floor, TCIL Bhawan, Greater Kailash – 1,
New Delhi – 110 048
Contact No. : 011-26241790
98683 93717/75/92
Email-ID: ets_support@tcil-india.com
They may obtain further information regarding this tender from GGM (Contracts) at the address given at Clause No.12.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely https://www.tcil-india-electronicitender.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

5.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 18:00 Hrs on 21.11.2016; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay ₹5,000/- (Rupees Five Thousand only) as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi.

6.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no.1 (a) to 1(i) under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

Tender fee, Power of Attorney, NSIC certificate as per Clause No.1 (i) if bidder is claiming Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 12.0 below on or before Last date and time of online bid submission. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

7.0 The Terms & Conditions contained in the NIT and tender document shall be applicable.

8.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on TCIL portal http://www.tcil-india-electronicitender.com the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

9.0 The price bid of those bidders who are qualified based on the technical documents submitted in Technical Bid shall only be opened. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents from the concerned Department.
10.0 EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

11.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

12.0 All correspondence with regard to the above shall be to the following address (By Post/In Person)

   **Executive Director (Contracts)**  
   Engineering Projects (India) Ltd.  
   Core 3, scope complex, Lodhi Road  
   New Delhi 110003  
   Tel No. – 011-24361666, Extn: 2313, 2301, Fax No. – 011-24363426  
   E-mail - contracts@engineeringprojects.com

13.0 **For Site related Queries / Site Visit:**

   Shri T.V.N. RAO, GGM  
   Engineering Projects (India) Ltd.,  
   Hyderabad Office  
   Tel: 040-23544461, 23544463

   For more information on EPI, visit our website at: http://www.epi.gov.in  
   For more information on the e-tender, visit website of M/s Telecommunications Consultants India Limited, New Delhi at: https://www.tcil-india-electronic tender.com

   **Executive Director (Contracts)**  
   **Date: 21.11.2016**
### List of works/components at IIIT, Phase-1 works at ONGOLE, PRAKASAM (District), A.P.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Infrastructural Item</th>
<th>No of Buildings</th>
<th>No of floors per building</th>
<th>Area per floor (sft.)</th>
<th>Total area proposed (sft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PUC 1st year and 2nd year (P1&amp;P2)</td>
<td>2</td>
<td>4</td>
<td>19600</td>
<td>78400</td>
</tr>
<tr>
<td>2</td>
<td>Department building-staff rooms and department offices (Maths, Physics, Chemistry)</td>
<td>1</td>
<td>1</td>
<td>12540</td>
<td>12540</td>
</tr>
<tr>
<td>3</td>
<td>Department building-staff rooms and department offices (Management, Humanities, Social Sciences and languages)</td>
<td>1</td>
<td>1</td>
<td>12060</td>
<td>12060</td>
</tr>
<tr>
<td>4</td>
<td>PUC Labs</td>
<td>1</td>
<td>1</td>
<td>11200</td>
<td>11200</td>
</tr>
<tr>
<td>5</td>
<td>PUC hostels-for 2400 students</td>
<td>4</td>
<td>4</td>
<td>18000</td>
<td>288000</td>
</tr>
<tr>
<td>6</td>
<td>PUC Dining blocks (2 buildings – one for boys and 1 for girls. Each with 2 no’s dining halls of 600 capacity) Kitchen and ancillary facilities will be in the ground floor and the Dining Halls shall be in ground and first floors.</td>
<td>2</td>
<td>2</td>
<td>12150</td>
<td>48600</td>
</tr>
<tr>
<td>7</td>
<td>Staff Quarters</td>
<td>1</td>
<td>1</td>
<td>64000</td>
<td>64000</td>
</tr>
<tr>
<td>8</td>
<td>Site Developmental works etc.</td>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>LS</td>
</tr>
</tbody>
</table>
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Hyderabad/New Delhi on day of between the Engineering Projects (India) Limited (EPI), having its _____________________________ (hereinafter referred to as the “EPI” which expression shall include its successor and assigns) of one part__________________________ (hereinafter 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 Engineering Projects (India) Ltd for the work pertaining to Architectural, Structural Design and Engineering Services, preparation of Detailed Project Report (DPR), with proposals of complete tender document and other documents as required for Construction of various buildings& development works at IIIT, Ongole Prakasam(District), Andhra Pradesh (hereinafter referred to as the “Project”).

Now therefore, this agreement witnesses that the said ____________________________ for Architecture, 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:

2.0.0 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 Detailed Project Report, (DPR), architecture, planning, Detailed Engineering, Structural drawings, design & Technical specifications including DPR with Bill of Quantities and Tender documents required in accordance with latest IS Codes & CPWD Specifications.

2.1.2 Based on available DPR 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 drawings, designs, specifications and preliminary cost estimates for each and every building/structure/equipment/facilities etc. including internal & external services complete and including getting necessary approvals from client and Statutory Bodies wherever required.

2.1.5A Preparation and submission of detailed Architectural drawings, designs and specifications for building/Structures/equipment’s etc. for construction and releasing to site including getting necessary approval form client wherever required/ applicable.

2.1.5B 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 if applicable / 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 drawings. For various buildings/structures complete, suitable for construction and release to site including getting approvals from client wherever applicable / required.

2.1.8 Preparation and submission of detailed designs, drawings and documents for all utility services 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 applicable / required.

2.1.9 Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, and other related schemes, landscaping, horticulture, arboriculture 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 applicable / required.

2.1.10 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.

2.1.11 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.

2.1.12 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 the scope in the agreement
%( Percent only)
of the completion cost of works for which
Associate Consultant has tendered the
4.0.0 Mode of Payment
On completion of work under clause

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

2.1.0 to 2.1.4 15% of Total consultancy fee
2.1.5A, 2.1.5B to 2.1.6 20% - DO –
2.17 20% -DO-
2.1.8 10% - DO –
2.1.9 10% -DO-
2.1.10 05% - DO –
2.1.11 TO 2.1.12 15% -DO-
2.1.13 5% - DO -

--------------
100% - DO -
--------------

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/ nationalized 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 or Retention money shall be released after completion of project against submission of BG for equivalent amount valid till defect liability period.

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 …… lacs (the value of work awarded to the contractor is not known as the work has not yet been finalized)
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 awarded 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 10 (Ten) visits 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 10 visits as above to ............. 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, Senior Architects and Senior Structural Engineers or other equivalent officers of this cadre of consultant, actual economy class airfare/taxifare plus Rs 5000/- (Rupees Five Thousand only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses )

b) For junior staff

Actual 1st class railfare or busfare plus Rs 2500/- only (Rupees Two Thousand & Five Hundred only) perday for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses). All visits of Associate Consultants 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 included in fees mentioned in para 3.0.0 and nothing extra shall be paid by EPI.

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 release payment proportionate to the value of work done at site 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, 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 to soft copies all above document for client / EPI’s reference and record. 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 reproducible 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 designed 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. 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. 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.

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 sanctioned stage. Final decision in this matter will be taken as per discussion between EPI and Associate Consultant at that stage. Nothing extra shall be payable to Associate Consultant in this regard and the 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 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 @ 0.5% 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 Andhra Pradesh 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 M/s Engineering Projects (I) Ltd.

WITNESSES:

1. ____________________________

2. ____________________________

WITNESSES

1. ____________________________

2. ____________________________
**NAME OF WORK:** Consultancy for Design & Engineering services for Construction of Various Buildings in Phase-1 for IIIT, Ongole, Prakasam(District), Andhra Pradesh.


Name of Tenderer:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Percentage to be quoted (in words &amp; in figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fee for the Architectural, Structural Design and Engineering Services preparation of Detailed Project Report(DPR), with proposals of complete tender document and other documents as required for Construction of Various Buildings in Phase-1 for IIIT, Ongole, Prakasam(District), Andhra Pradesh.</td>
<td>..........%............( Percent only) of the completion cost of works for which Associate Consultant has tendered 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).</td>
</tr>
</tbody>
</table>
**Special instructions to Bidders for e-Tendering**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal [https://www.tcil-india-electronic.tender.com](https://www.tcil-india-electronic.tender.com) through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

**Sealed Bid System**

- Single Stage Two Envelope

**Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   - Query to *Engineering Projects (India) Ltd.* (Optional)
8. View response to queries posted by *Engineering Projects (India) Ltd.*
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
    - Respond to *Engineering Projects (India) Ltd.* Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of relevant part (Financial-Part)
    (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the Electronic Tender® portal [https://www.tcil-india-electronictender.com](https://www.tcil-india-electronictender.com), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note**: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
</tr>
<tr>
<td>Customer Support: <strong>011-26241790 (multiple lines)</strong></td>
</tr>
<tr>
<td>Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
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<tr>
<td><a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a></td>
</tr>
<tr>
<td>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</td>
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</tbody>
</table>
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

**Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name: Executive Director (Contracts)
Address: Engineering Projects (India) Ltd.
Core 3, scope complex, 7 Lodhi Road
New Delhi 110003

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. Original copy of the Tender Fee of Rs 5,000/- (Rupees Five Thousand only) in form of DD.
2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
3. Documentary evidence with regard to registration with NSIC as mentioned in Clause No.1 (i) of NIT for tender fees waiver.
4. Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause no.1 (a) to 1(i).

**Note:** Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.
Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)
ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously
attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization’s concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e., its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from ‘Bid-Submission Overview Page’ only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’. 

**NOTE:**
*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*