ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT OF INDIA ENTERPRISE)

NIT NO: EPI/WRO/CON/ URBAN HOSTEL/0118 DATE : 07.02.2017

NOTICE INVITING e-TENDER (NIT)

1.0 Tender for Architectural and Design Consultancy firms for Architectural Planning, Designing, and Engineering Consultancy Services for Construction of Two Nos. (2) 480 seater Urban Hostel complex at Berhampur, Odisha for ST & SC Development Department as per schedule as under.

Engineering Projects (India) Ltd. invites online offers on lump sum fee basis on behalf of ST & SC Development Department, Govt. of Odisha through e-tendering who are the meeting eligibility criteria as listed below and reputed, finically sound having technical competence, proven experience and registered with the Council of Architecture for Architectural Planning and Engineering Consultancy Services for Construction of Two Nos. (2) 480 seater Urban Hostel complex at Berhampur, Odisha for ST & SC Development Department. in Single stage two envelop system (Technical bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Estimated Cost of project for which consultancy services to be provided</th>
<th>Time of Completion of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Architectural Planning, Designing, and Engineering Consultancy Services for Construction of Two Nos. (2) 480 seater Urban Hostel complex at Berhampur, Odisha for ST &amp; SC Development Department.</td>
<td>Rs. 27.00 Crs</td>
<td>1. Survey, Soil Testing &amp; Geo technical investigation &amp; preparation of Detailed estimate – 3 Months</td>
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<td>2. Construction Period – 15 Months</td>
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1


2.0 Brief Scope of Work

Scope of work covers but not limited to Concept to Commissioning, Consultancy services including Planning, Designing/Engineering including Detailed Engineering of Surveying & Soil testing, Architectural services, Structural Design, Civil works, Internal & External Electrical works including Substation, DG sets, Fire Fighting, Alarms & Detection ,Lifts, Horticulture, Sanitary and Plumbing works, Drainage & Sewerage works, Compound wall, Internal and External finishes, Electronics / CCTV/Intercom, Solar system, Furnishings, Internal & External Roads & Landscaping, Furniture’s & Fixtures including Loose Furniture, Structural Cabling for Networking, EPBAX/PA System, Rain-water harvesting system, Parking, security system etc including vetting of drawings, all approval/clearances from local, central and state bodies as may be required including all the visits to site by design team as required.

Apart from above, any other services not covered above but required as per direction of EPI and as per detailed scope of work is included in the draft agreement along with NIT.

3.0 Time Schedule of Tender activities:

Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents: upto 21.02.2017 (17.00 PM).

(ii) Last Date & Time of online submission of Tenders: On or before 22.02.2017 up to 03.00 PM.

(iii) Last Date & Time of offline submission of Tenders: On or before 22.02.2017 up to 03.00 PM.

(iii) Date & Time of online opening of tender (Technical Bid): 22.02.2017 at 03.30 PM.

4.0 Minimum Pre-Qualification Criteria:-

a) The Architect and Design Consultant firm should have experience of successfully completed assignment of comprehensive architectural and engineering consultancy services from concept to commissioning of similar works during the last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

(i) Three similar completed works each costing not less than the amount equal to Rs.10.80 crs for which consultancy service rendered.

OR

(ii) Two similar completed works each costing not less than the amount equal to Rs. 13.50 crs for which consultancy service rendered

OR

(iii) One similar completed works costing not less than the amount equal to Rs. 21.60 crs for which consultancy service rendered
“Similar work” Shall mean Architecture services for Construction of Multi storied building like Hostels Buildings/ Institutional Buildings /Residential/Commercial buildings along with other allied services.

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

c) 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 Rs. 15 lakh. Copies of Balance sheet / Certificate duly certified by from Chartered Accountants to be submitted.

d) One of the Director/Partner/Proprietor of company should be registered with ‘Council of Architecture’ & should have minimum ten years of experience in the field of architectural & consultancy work.

e) Proprietorship /Partnership deed/ Memorandum and Articles of Association of the firm and their details are to be submitted.

f) 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’.

g) Copies of valid Service tax registration certificate and PAN of income tax and registration certificate with Council of Architecture etc are to be submitted.

h) Bidder shall require furnishing details of Skilled and Trained Manpower Including Engineers, Architects and Technical staff employed and detail of software and hardware etc available with the consultant.

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.

5.0 EVALUATION OF THE BIDDER

5.1 Bidder who qualify as per the eligibility criteria given above will be shortlisted based on the documentary credentials submitted by the bidder along with and Price bid of qualified bidder shall only be opened with prior intimation to the bidder.
5.2 Even though a bidder may satisfy the above requirements, he would be liable to disqualification if they have:

I) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

II) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc., should be defined.

III) Not submitted Tender Fee

IV) Tenders are not submitted in prescribed format with supporting documents.

- Selection of the consultants shall be subject to thorough verification of their credential and inspection of similar works (if required) carried out/in progress by them, through a Technical Committee of experts.

- Tenderer shall submit the following documents duly signed and stamped a part of technical bid online only.

  a) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.

  b) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion along with completion certificate

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

  d) CA certified audited balance sheets and profit and loss accounts along with schedules for the last 3 years.

  e) Copy of PAN Card

  g) Copy of Service tax Registration certificate

  h) Details of manpower available.

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

  j) Any other document as stipulated above and in “Tender Documents’
6.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in & CPP Portal www.eprocure.gov.in and TCIL Portal www.tcil-india-electronic tender.com, the same can be downloaded by the intending bidders

1. Notice Inviting Tender, Special Instructions of e tendering, Form of tender, Letter of Undertaking, Memorandum, Corrigendum/Addendum if any
2. Format for Agreement for Design, Engineering & Consultancy
3. Price Bid Format (blank)

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

8.0 Interested bidders have to necessarily register themselves on the portal https://www.tcilindia-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 General Manager (Contracts) at the address given 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.tcilindia-electronic tender.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.

9.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 18:00 Hrs. on 07.02.2017; 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 **Rs. 5,000.00 (Rupees Five Thousand only)** as non-refundable Tender document fees in the form of demand draft in favor of Engineering Projects (India) Ltd. payable at Mumbai.

10.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 4 & 5 under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the 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 schedule date and 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 the qualified Bidders only.

The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, Power of Attorney, NSIC certificate as per Clause 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 on or before last date and time of online bid submission. If the above documents are not received in time then there 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.

11.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

12.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

13.0 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-electronicntender.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.

14.0 It is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents/BG from the concerned department/bank.
15.0 The Bidder should not have been blacklisted in any State Govt./Municipal Corporations/Central Govt./any State Govt. Organizations, Urban Local Body and/or its Undertaking company during last seven years ending last day of the previous month of date of NIT.

16.0 The quoted rates shall be inclusive of all taxes, duties, levies, service tax, Professional tax, etc. applicable as on date of publication of NIT. The consultant is required to submit invoice indicating details of applicable taxes separately. Any variation in taxes after date of submission will be adjusted/reimbursed by EPI.

17.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

18.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.

19.0 The successful bidder shall be required to sign an agreement in the format enclosed.

20.0 The present scope of work is for 960 seater hostels at two (480 each) locations. Client may consider award of such similar works at more locations. The consultant shall agree to execute the same at the quoted rate two more subject on prorate basis.

21.0 The Consultant shall enter into a Contract Agreement with EPI within 10 days of the date of Letter of Intent or within such extended time, as may be granted by EPI. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Consultant. In case, the Consultant does not sign the agreement as above or does not start the work within 10 days of the issue of letter of intent consequently will stand withdrawn.

22.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

23.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Website.

24.0 The tenderer shall submit his technical, financial and organizational data to establish his eligibility and other tender requirements. All the pages shall bear serial page numbers and seal with signature of tenderer. There shall be Index sheet in the beginning.
25.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or 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.

26.0 The tender documents shall be issued by and submitted to:

**General Manager(Contracts)**  
Engineering Projects (India) Ltd.  
Bakhtawar, 6A, 6th Floor  
Nariman Point, Mumbai – 400 021  
Tele fax No. 022-22882177, Office Phone- 022-22049230  
Email: wro-contracts@engineeringprojects.com

27.0 Contact details for site related Queries:

Shri Debasis Patra, Sr. Manager (Tech), at Mobile No. 09424140174/0674-2397297  
Email: d.patra@engineeringprojects.com, debasis2104@gmail.com

For more information on EPI, visit our website at: [http://www.epi.gov.in](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-electrontender.com](https://www.tcil-india-electrontender.com).

**General Manager (Contracts)**

**Date**: 07/02/2017
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-electronictender.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-electrionictender.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.

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**TCIL/ ETS Helpdesk**

| Telephone/ Mobile          | Customer Support: **011-26241790 (multiple lines)**
|                           | Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792 |
| E-mail ID                 | ets_support@tcil-india.com |

[Please mark CC: support@electronictender.com]

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**Contact**

<table>
<thead>
<tr>
<th>Engineering Projects (India) Ltd. Contact Person</th>
<th>General Manager</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td></td>
<td>Bakhtawar, 6A, 6th Floor</td>
</tr>
<tr>
<td></td>
<td>Nariman Point, Mumbai – 400 021</td>
</tr>
<tr>
<td></td>
<td>Tele fax No. 022-22882177</td>
</tr>
<tr>
<td></td>
<td>Office Phone- 022-22049230</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:wro-contracts@engineeringprojects.com">wro-contracts@engineeringprojects.com</a></td>
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**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 :** General Manager
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor, Nariman Point, Mumbai – 400 021
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 5000/- (Rupees Five Thousand only) in form of DD payable at Mumbai.
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 of NIT for tender fees waiver.
4. Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.

Note:
1. 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 Clauses.
2. Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.
3. All other document mentioned in NIT for qualification is to be submitted duly signed and stamped online only.

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 Electronic Tender'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 ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ 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 ElectronicForms™, 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 ElectronicForms™ 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 (ie 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.
LETTER OF UNDERTAKING
(On Company letter head)

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To,
GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

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

NIT No. :

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

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

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer
FORM OF TENDER
(On Company letter head)

To,

GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

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

NIT No. :

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

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

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

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

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

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

Date the________________________ day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS):

OCCUPATION

ADDRESS

SEAL OF TENDER
MEMORANDUM

Ref: Tender for appointment of Architect for Planning, Designing, and Engineering Consultancy Services on the behalf of ST & SC Development Department, Govt. of Odisha for Construction of Two Nos. (2) 480 seater Urban Hostel complex at Berhampur, Odisha

NIT No.:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>Tender for appointment of Architect for Planning, Designing, and Engineering Consultancy Services on the behalf of ST &amp; SC Development Department, Govt. of Odisha for Construction of Two Nos. (2) 480 seater Urban Hostel complex at Berhampur, Odisha</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>ST &amp; SC Development Department, Govt. Of Odisha</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>Online Open tender (lumpsum Fee basis)</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIL</td>
</tr>
</tbody>
</table>
2. Construction Period – 15 Months |
<p>| vi.    | Mobilization Advance                       | NIL                                                        |
| vii.   | Interest Rate on Mobilization Advance      | NA                                                         |
| viii.  | Number of instalments for recovery of Mobilization | NA                                                      |
| ix.    | Schedule of Rates applicable               | NA                                                         |
| x.     | Validity of Tender                         | 90 days from opening of Price Bid                           |
| xi.    | Security Deposit                           | 5% of contract value                                        |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>5% of contract value</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>Within 10 days from date of LOI</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>NA</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>There will be no arbitration between EPI/Client and Agency.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>Mumbai Courts</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION : ______________________________________

ADDRESS : ______________________________________

____________________________________

SEAL OF BIDDER
# BIDDER’S INFORMATION

*(All the bidders must submit the document with filled in data with their offer in Technical bid)*

| **Company Name** |  |
| **Registration Number** |  |
| **Registered Address** |  |
| **Name of Partners/Directors** |  |
| **Bidder type** |  |
| Indian/Foreign |  |
| **City** |  |
| **State** |  |
| **Country** |  |
| **Postal code** |  |
| **PAN/TAN Number** | (PAN/TAN number must have 10 characters. e.g. AESTG2458A)
For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.) |
| **Company’s Establishment Year** |  |
| **Company’s Nature of business** |  |
| **Company’s Legal status** |  |
| Limited company/Undertaking/Joint venture/Partnership/others |  |
| **Company Category** |  |
| Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others |  |
| **Contact Details** |  |
| **Enter Company’s Contact Person Details** |  |
| **Title** | *Mr/Mrs/Dr/Shree/Ms* |
| **Contact Name** |  |
| **Date of Birth** | * (DD/MM/YYYY) **|
# BIDDER’S INFORMATION

(All the bidders must submit the document with filled in data with their offer in Technical bid)

<table>
<thead>
<tr>
<th>Correspondence Email*</th>
<th>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Phone *</td>
<td>(Phone details eg: +91 044 22272449)</td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>

## BANKER DETAILS -

<table>
<thead>
<tr>
<th>PAN NO*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TIN NO*</td>
<td></td>
</tr>
<tr>
<td>ACTIVE BANK A/C DETAILS*</td>
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</tr>
<tr>
<td>A/C NO*</td>
<td></td>
</tr>
<tr>
<td>A/C TYPE*</td>
<td></td>
</tr>
<tr>
<td>BRANCH ADDRESS*</td>
<td></td>
</tr>
<tr>
<td>IFSC *</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi on ......................... day of........................................... between the
Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7
Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “EPI” which expression shall
include its successor and assigns) of one part and M/s .......................................................... (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
.......................................................... 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:

2.0.0 Scope of Work

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

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

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

2.1.2 Based on available DPR (if available) and interaction with EPI/ Client and submission of “cost estimates"
indicating specifications to be adopted for various buildings/ structures/ services / equipment facilities
e tc. and getting necessary approval from client.

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

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

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

2.1.5.B Collection of all data and preparation of Environment Impact Assessment report and getting EIA
clearance of the project from concerned authorities of state and Central Government as required.
2.1.6 Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings / structures suitable for construction and release at site including getting necessary approvals from client.

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

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

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

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

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

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

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

3.0.0 Payment of Consultancy Fees

For the Consultancy services as per scope in the agreement Lumpsum price to be quoted as per price bid format.
4.0.0 Mode of Payment

On completion of work under

4.1.0

Advance on award of work

Nil

<table>
<thead>
<tr>
<th>Cl.</th>
<th>Description</th>
<th>Percentage</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.1</td>
<td>2.1.0 to 2.1.4</td>
<td>15%</td>
<td>of Total consultancy fee</td>
</tr>
<tr>
<td>4.1.2</td>
<td>2.1.5A, 2.1.5B to 2.1.6</td>
<td>20%</td>
<td>- DO -</td>
</tr>
<tr>
<td>4.1.4</td>
<td>2.1.7</td>
<td>20%</td>
<td>- DO -</td>
</tr>
<tr>
<td>4.1.5</td>
<td>2.1.8</td>
<td>10%</td>
<td>- DO -</td>
</tr>
<tr>
<td>4.1.6</td>
<td>2.1.9</td>
<td>10%</td>
<td>- DO -</td>
</tr>
<tr>
<td>4.1.7</td>
<td>2.1.10</td>
<td>5%</td>
<td>- DO -</td>
</tr>
<tr>
<td>4.1.8</td>
<td>2.1.11 to 2.1.12</td>
<td>15%</td>
<td>- DO -</td>
</tr>
<tr>
<td></td>
<td>2.1.13</td>
<td>5%</td>
<td>- DO -</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td></td>
<td>- DO -</td>
</tr>
</tbody>
</table>

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

5.0.0 TERMS AND CONDITIONS

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

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

5.1.3 Deleted

5.1.4 Payment of running bills shall be made to the Associate Consultant as per cl no. 4.0 above.

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

The Associate Consultant shall have no claim on EPI in case release of money is delayed by client or project is not sanctioned to EPI.
5.1.5 Deleted

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” 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. Minimum one visit per month & maximum two visits per month.

5.1.8 The Associate Consultant shall prepare necessary models in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model is included in fees mentioned in para 3.0.0.

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

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

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

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

   iii) Four 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.

   iv) Four sets of detailed estimates and rate analysis of all works.

   v) Four sets of approved BOQ, Technical specification and drawings along with soft copy are to be submitted for floating tenders.

   vi) Adequate number of additional design, drawings and other documents needed for proper execution of works.
vii) Four sets of completion drawings and detailed documents.

Viii) Associate consultant shall have to give soft copies of all above document 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. This time schedule shall be in continuation to the time lines given in NIT. 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 drawings shall property of EPI and / or client. The drawings shall be prepared in template and format of EPI. Drawing number shall be as per scheme adopted by EPI. Original of approved drawings in hard (required number of copies) and soft copy shall be provided by consultant with in the quoted rate. The proprietary rights of design shall remain with EPI and / or client

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 Odisha SOR, CPWD, EPI norms as desired by EPI and / or client.

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

5.1.15 The Associate Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Associate Consultant, should not exceed by 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 Associate Consultant upto the extent of maximum 15% (fifteen percent) of total consultancy fees. Further, no bonus shall be payable to the Associated Consultant in case of saving in executed quantities as compared to quantities given at pre award stage.
However the above guarantee by Associated Consultant on quantity variation of 3% is on the understanding that basic parameters as considered by Associate Consultant during the preliminary project report stage remains unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between EPI and Associate Consultant at that stage. Nothing extra shall be payable to the Associate Consultants in this regard and same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.

Professional Liability Insurance

In addition to the Para 5.1.15, The Associate consultant shall obtain Professional Liability Insurance in favor of EPI to ensure all losses to EPI due to professional errors on part of the Associate consultant are reimbursed to EPI.

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. All taxes including Service tax and cess there on are included in the fee quoted.

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

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

5.2.1 PENALTY

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

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

6.0 JURISDICTION

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

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

For and on behalf of For and on behalf of

M/s Engineering Projects (India) Ltd.

WITNESSES: WITNESSES:
**NAME OF WORK**: Tender for appointment of Architect for Planning, Designing, and Engineering Consultancy Services on the behalf of ST & SC Development Department, Govt. of Odisha for Construction work of Two Nos (2) 480 Seater Urban Hostel Complex at Berhampur, Odisha

**NIT No.**: EPI/WRO/CON/ URBAN HOSTEL/0118

**PART A**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>1. Soil Testing &amp; Geo technical and hydrological survey, investigation for each Location</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Vetting of Structure Design &amp; Drawing for each Location</td>
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<tr>
<td></td>
<td><strong>Total of Part A</strong></td>
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**PART B**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Cost put to tender (Rs.)</th>
<th>Quantity</th>
<th>Lumpsum Price (Rs.)</th>
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<tbody>
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</tr>
<tr>
<td></td>
<td><strong>Total of Part B</strong></td>
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</tbody>
</table>

**GRAND TOTAL (PART A + PART B)**

<table>
<thead>
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<th>Rupees in Figure</th>
<th>Rupees in Amount</th>
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<tbody>
<tr>
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