AN ISO 9001 & 14001 COMPANY
TENDER DOCUMENT
e-TENDER No: ERO/MMD/JUIDCO/1099

Tender for Architectural Planning, Structural Design & Engineering Consultancy Services for Construction of 2020 Dwelling units in 101 nos. of G+3 block at Kasidih, Adityapur & 60 Dwelling units in 3 nos. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] at Jamshedpur.

VOLUME - I

NIT, Proforma for Affidavit, Bidders Information, Memorandum, Form of Tender, Letter of Undertaking, Proforma for Bank Guarantee towards EMD, Proforma for Security Deposit cum Performance Bank Guarantee, Instruction to Tenderer, Addendum To Instructions To Tenderers, Special Instructions to Tenderer for e-Tendering.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th floor, 50, Chowringhee Road,
Kolkata - 700 071
## INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Volume</th>
<th>Description</th>
<th>Page No.</th>
<th>No. of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Volume I</td>
<td>Notice Inviting Tender (NIT)</td>
<td>03-18</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proforma for Affidavit</td>
<td>19</td>
<td>01</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidders Information</td>
<td>20-21</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Memorandum</td>
<td>22-23</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form of Tender</td>
<td>24-25</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Letter of Undertaking</td>
<td>26</td>
<td>01</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proforma for Bank Guarantee towards EMD</td>
<td>27</td>
<td>01</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proforma for Security Deposit cum Performance Bank Guarantee</td>
<td>28-30</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instruction to Tenderer</td>
<td>31-36</td>
<td>06</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Addendum To Instructions To Tenderers</td>
<td>37-40</td>
<td>04</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Special Instructions to Tenderer for e-Tendering.</td>
<td>41-46</td>
<td>06</td>
</tr>
<tr>
<td>2</td>
<td>Volume II</td>
<td>Format for Agreement for Structural Design, Engineering &amp; Consultancy Services</td>
<td>48-56</td>
<td>09</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tender Drawings</td>
<td>NA</td>
<td>LS</td>
</tr>
<tr>
<td>3</td>
<td>Volume III</td>
<td>Price Bid</td>
<td>01-03</td>
<td>03</td>
</tr>
</tbody>
</table>
ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)
NOTICE INVITING TENDER

NIT NO: ERO/MMD/JUIDCO/1099 Date: 09.04.2019

Tender for Appointment of Architectural and Structural Design Consultancy Firms for Architectural Planning, Structural Design & Engineering Consultancy Services for Construction of 2020 Dwelling units in 101 nos. of G+3 block at Kasidih, Adityapur & 60 Dwelling units in 3 nos. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] Jamshedpur.

Engineering Projects (India) Ltd. invites online offers on fixed fee basis through e-Tendering who meets the eligibility criteria as listed below and registered with the Council of Architecture under in Single Stage Two Envelope system (Technical Bid & Price Bid) for the following work:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Work</th>
<th>Estimated cost of the project for which Consultancy Service to be provided.</th>
<th>Earnest Money</th>
<th>Time of Completion</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Construction of 2020 Dwelling units in 101 nos. of G+3 block at Kasidih, Adityapur &amp; 60 Dwelling units in 3 nos. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] Jamshedpur.</td>
<td>Rs. 112,38,71,472.00</td>
<td>Rs 2,24,774.00</td>
<td>1. Architectural Planning, Structural Design &amp; Drawings, BoQ and Specifications etc. including Statutory Body Approval and Technical vetting (as per Milestone attached in “Agreement for Consultancy in Vol-II”).</td>
</tr>
<tr>
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<td>2. Completion Schedule of the project: 15 Months.</td>
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</table>

1.0 Brief Scope of Work:

The Scope of work covers but not limited to Concept to Commissioning, Consultancy services including Architectural Planning, Structural Design and Engineering, (in tune with the affordable housing policy of Government of Jharkhand) & drawings etc. for project execution including Water Supply and
Sanitation (Internal & External) including overhead water tank over roof top and sump at ground level, Sewer Network, Electrification works (Internal & External), Storm Water Drainage, Rain Water Harvesting structures, Landscaping with provision of park, Boundary Wall, Barbed Wire Fencing, Street Lighting, construction of Internal Roads and development of Vehicle Parking Area etc. required for completion of the project in totality.

Also obtaining Structural Design & Drawings vetted from IIT (ISM), Dhanbad or NIT, Jamshedpur or BIT, Sindri (Dhanbad), preparation of Good For Construction Drawings as per PWD/CPWD approved specification and relevant IS Codes including obtaining all the required approvals from Statutory Authorities as required by conducting site visit at each stage at Kasidih, Adityapur, Norodih & Saraikela at Jamshedpur.

Apart from above, any other services not covered above but required as per direction of EPI to completed the project in totality are deemed to be included in the scope of the Consultant.

2.0 Time schedule of Tender activities:

(i) Last Date & Time for Downloading of tender documents: 23/04/2019 Upto 12.00 PM.
(ii) Last Date & Time of online submission of Tenders: on or before 24/04/2019 Upto 03.00 PM.
(iii) Date & Time of submission of documents in physical form: 24/04/2019 Upto 3.00 PM.
(iv) Date & Time of online opening of tender (Techno-Commercial Bid): 24/04/2019 at 03.30 PM.

3.0 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 07 (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 (Construction Cost) not less than the amount equal to 40% of estimated project cost put to tender for which consultancy service rendered.

OR

(ii) Two similar completed works each costing (Construction Cost) not less than the amount equal to 60% of estimated project cost put to tender for which consultancy service rendered.

OR

(iii) One similar completed work costing (Construction Cost) not less than the amount equal to 80% of estimated project cost put to tender for which consultancy service rendered.
The definition of similar works is as under:

Residential Complex / Mass Housing / Township / Educational Building / Academic Campus consisting of RCC multistoried framed structure.

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

B. The bidders should confirm whether they are registered with MSME/NSIC. Bidder having valid registration with NSIC under unified registration scheme for category of work which is same as for definition of similar work will be exempted from submission of Tender fee and EMD.

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

D. Bidders must have average Annual Financial Turnover for last three consecutive Financial Years ending in 31.3.2018 from 'Design & Engineering Consultancy Services' not less than Rs. 57.00 lakhs. Copies of Balance Sheet / Certificate duly certified by from Chartered Accountants to be submitted.

E. One of the Director/Partner/Proprietor of company should be registered with 'Council of Architecture' & should have minimum 10 (ten) years of experience in the field of architectural & consultancy work. Registration certificate with Council of Architecture to be submitted.

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

G. 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'.

H. Should have valid PAN (Permanent Account Number of Income Tax) & GST Registration no. (Copies of documentary evidence to be submitted).

I. Site visit for the subject tender is mandatory. The bidders shall visit the site to Study/assess the tendered work and also acquaint themselves of the prevailing local conditions before submitting their bid. Bidder has to enclose a certificate counter signed by EPI official or furnish undertaking for having visited the site.

J. Bidder shall be required to furnish details of Skilled and Trained Manpower Including,
Architect, Engineers, Architects and Technical staff employed and detail of software and hardware etc available with the consultant.

K. Bidders who intend to get exemption from submission of Tender fee and EMD shall 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) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

L. The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies/ Public Limited Companies listed on BSE/NSE and Private Party shall be accepted for assessing the eligibility of tender. However, the certificates issued by a Public Limited Company & Private Party must be supported by TDS certificates/Turnover Certificate from Chattered Accountant in support of value of job executed by the bidder.

M. Relevant Experience certificates and other documents as mentioned above fulfill the qualifying criteria duly self attested by the tenderer shall be enclosed in Envelope-I, The Completion certificate from Clients shall be in the name of the company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The tender of any bidder shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the bidder.

N. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the tenderer in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

Notwithstanding anything stated above, EPI reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of EPI.

The credentials of the Bidders shall be verified and if required inspection of the works to be carried out by EPI and in case found not satisfactory, their bid will be considered non-responsive.

O. Tender documents comprising of the following are available on the website of EPI:

a. Volume – I:

NIT, Proforma for Affidavit, Bidders Information, Memorandum, Form of Tender, Letter of Undertaking, Proforma for Bank Guarantee towards EMD, Proforma for Security Deposit cum Performance Bank Guarantee, Instruction to Tenderer, Addendum To Instructions To Tenderers, Special Instructions to Tenderer for e-Tendering.

b. Volume – II:

Agreement for Consultancy & Tender Drawing.

c. Volume – III:

Quoting Sheet.

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

Q. Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronic-tender.com through M/s Tele Communications 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 (MMD) at the address given at Clause No. 18.0 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-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 Special Instruction to Bidders of the Bidding Documents.

R. Bidders can download the bid document from the portal without paying tender fees in advance, any time from 00:00 Hrs 00.00.2019. 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/- (Rupees Five Thousand only) plus GST @ 18% (i.e. Rs. 5,900/-) as non-refundable document fees in the form of Demand Draft in favour of "Engineering Projects (India) Ltd." payable at Kolkata. However, tenders submitted without or insufficient tender fees shall be rejected.

The GSTIN of EPI for Kolkata is 19AAACE0061C1ZA. The ETS Bidding fee to be paid to TCIL is separate.

E-Bids must be submitted / uploaded along with scanned copies of relevant documents as mentioned in NIT & Instruction to Bidder duly attested by Gazetted officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria 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 bidder’s 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 for technically qualified bidders.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 2,24,774.00 (Rupees Two Lacs Twenty Four Thousand Seven Hundred and Seventy Four Only). This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring "Engineering Projects (India) Ltd.", payable at Kolkata or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring "Engineering Projects (India) Ltd.". The EMD shall be valid for minimum period of 150 days (One Hundred Fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected.

S. Tender fee, EMD (in original) Power of Attorney, affidavit of NIT, NSIC certificate as per Clause No. 2(k) 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. 17 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.
The award of consultancy work, execution and completion of work shall be governed by

The Tender documents consisting of (but not limited to) NIT, Instruction to Tenderer, Addendum to Instruction to Tenderer, Special Instruction for e-Tendering, Technical Evaluation of Stage-I & Stage-II and Price Bid etc. The tenderers shall be deemed to have gone through the various conditions while making / preparing their Technical & Financial proposals and submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

Design Concept Presentation (Stage-II) will be held between 04th day to 07th day from the date of opening of Technical Bid for which communication will be sent by mail on 03rd day of opening of Technical Bid. The date of opening of Financial Bid will be informed later.

**Only One Proposal**

The Architect / consultant firm shall only submit one proposal. If the Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

**4.0 EVALUATION OF THE BIDDER**

**4.1** Even though a bidder may satisfy the above requirements, he would be liable to disqualification & not considered for the opening of Price bid if:

a) Misrepresentation in the forms, statements and attachments submitted in the prequalification document are proved to be incorrect, false and misleading.

b) Record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the consultant, inordinate delay in completion, Delay in work completion consistent history of litigation / arbitration awarded against the consultant or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.

c) If bidder has submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the bidder attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.
5.0 Tenderer shall submit the following documents in respect of their credential along with their tender in the technical bid.

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 7 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 for the last 5 years.

e) Copy of PAN Card.

f) Copy of GST Registration Certificate.

g) Details of manpower available.

h) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit for proof of ownership/Registration

i) Registered with 'Council of Architecture' & should have minimum Ten (10) years of experience in the field of Architectural & Consultancy Work

j) Any other document as stipulated above and in "Tender Documents"

6.0 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.

7.0 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 www.tcil-india-electronictender.com. The bidders are required to check these websites regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped with tender documents as bid Annexure.

8.0 All corrigendum and addendum shall be part of the tender document and are to be submitted duly signed and stamped by tenderer. Even if tenderer fails to submit corrigendum and addendum duly
signed by him, it will be deemed that the tenderer have gone through such corrigendum /addendum, if any, and no claim shall be entertained by EPI on account of any omission /error on his part.

9.0 The offer of the L1 bidder shall be accepted subject to the confirmation of authenticity of the PQ documents / BG from the concerned department / Bank.

10.0 EPI reserves the right to accept any tender or ask clarifications 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 at any stage.

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.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and EPI will in no case be responsible or liable for those costs regardless the conduct or outcome of the tender process.

12.0 It is the responsibility of the Bidder to ensure that their Bid document shall reach the designated office within the stipulated date and time. In case the Bid document is sent by post or by courier, the time and date of depositing the Bid document at the office shall have to be countersigned by a responsible officer of the office. Engineering Projects (India) Limited, Kolkata will not undertake any responsibility whatsoever for postal delay in process of submission of Bid.

13.0 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

14.0 Bidder's Confirmation

Bidder confirms that they have read and understood and have copies of the 'Tender Documents' and have visited the site and their offer will be based on the 'tender Documents' and caters to all the works, requirements, etc. thereof.

All corrections / cuttings are to be signed by the bidder.

15.0 False Statement

In case any of the credentials are provided to false / fabricated not only tender will be rejected but EMD shall also be forfeited and action shall be initiated to debar the bidder for future participation in EPIL tender.
In case, at a later stage, it is found that the Bidder has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of Bidder with regard to quality & timely completion of works, financial capabilities etc. EPI can terminate this agreement solely at their option. In this eventuality the Bidder shall be liable for the losses suffered by EPI and Bidder shall have no claim on EPI, whatsoever.

No bidder will be allowed at anytime on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation / typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

16.0 Validity of Tender

The Tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI. The validity period may be extended on mutual consent.

17.0 Agreement

The Consultant shall enter into a Contract Agreement (Agreement for Structural Design, Engineering & Consultancy Services - as per the format enclosed) with EPI within 07 days of the date of Letter of Intent. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Consultant. In case, the Bidder does not sign the agreement as above or does not start the job Signature of Contractor within 07 days of the issue of letter / telegram of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

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.

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

Group General Manager (MMD)
Engineering Projects (India) Ltd.
9th Floor, 50 Chowringhee Road

Signature of Bidder 12  Signature of EPI
Kolkata-700 071
Phone: +91 33 2282 4426
Fax: +91 33 2282 4428
Email Id: ero@engineeringprojects.com

Contact details for site related Queries / Visit:

Shri Kumar Jivesh (Senior Manager)
Engineering Projects (India) Ltd.
Site office, JIUDCO Project.
Phone: +91 33 2282 4426
Fax: +91 33 2282 4428
Email Id: ero@engineeringprojects.com

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

GGM (MMD)
Date: 09.04.2019
# FORM A

1. **Name of Applicant/Company**

2. **Address for correspondence**

3. **Contact Person:**  
   - Telephone Nos.
   - Fax Nos.
   - Mobile

4. **Type of Organization:**  
   a) An individual  
   b) A proprietary firm  
   c) A firm in partnership (Attach copy of Partnership)  
   d) A Limited Company  
   (Attach copy of Article of Association)  
   e) Any other (mention the type)

5. **Place and Year of Incorporation**

6. **Details of Registration/Membership with council of Architects or Institute of Engineers or such other Institute. (Attach copy)**

7. **Name of Director/Partners in the organization and their status along with their qualifications.**

8. **Name(s) of the persons along with their qualification and designation, who is authorized to deal with EPI**  
   (Attach copy of power of Attorney)

9. **Organization Chart of Key Personnel**

10. **Details of Awards/Appreciations supported with document to be submitted.**

11. **Any other Information**

---

**Signature of Bidder**

**Signature of EPI**
**FORM - B**

Details of Specialist Associate Architect working on regular Basis with firm:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specialization</th>
<th>Name of Engineer/Associate</th>
<th>No. of Joint Works Undertaken</th>
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<tbody>
<tr>
<td>A.</td>
<td>Interior Designer</td>
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<tr>
<td>B.</td>
<td>Architect</td>
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<td></td>
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<tr>
<td>C.</td>
<td>Engineer</td>
<td></td>
<td></td>
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<tr>
<td>D.</td>
<td>Any other relevant information</td>
<td></td>
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### FORM C

Details of work completed during the last 7 years
(Details to be furnished in the following format)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Scope of Services</th>
<th>Value of the work</th>
<th>Date of start/completion</th>
<th>Name &amp; Address of the client</th>
<th>Remarks</th>
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Note: The following documents are to be enclosed for each of the above work:

i) Completion Certificate  
ii) Copy of Award letter  
iii) Other relevant documentary evidence, if any.
**FORM - D**

Details of on-going work

(Details to be furnished in the following format)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work</th>
<th>Scope of Services</th>
<th>Value of Construction</th>
<th>Date of Start / %Completion</th>
<th>Name &amp; Address of the client</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Note:

1. The scope of services means whether the consultancy job included including Electrical, fire fighting, Air-conditioning, false ceiling works or any other allied services (Please specify).
2. The following documents are to be enclosed for each of the above work:
   i) Copy of Award letter
   ii) Other relevant documentary evidence, if any
## FORM E

Turn over for last three years:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Fees Earned</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2016-2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2017-2018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

In addition to the above the applicant has to submit the following documents/ Information:

1. Copy of Balance Sheet(s).
2. Copy of valid Service Tax Number.
3. Copy of PAN/ TAN card.
4. Details of litigations, if any.
5. Other relevant details, if any.

Signature of Chartered Accountant with Seal

Seal and Signature of Applicant /Firm

Signature of Bidder

18

Signature of EPI
FORM F
PROFORMA FOR AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred Only) duly attested by Notary Public)

(To be submitted in Envelop-1 i.e. Technical Bid)

Affidavit of Mr. __________________________________________________ S/o _____________________________

R/o _____________________________

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s. __________________________________________

Having its Head Office / Regd. Office at _____________________________

2. That the information / documents / Experience certificates submitted by M/s. ____________________________ along with the tender for ____________________________ (Name of work) ____________ To EPI are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid / contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee (s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch / office issuing Bank and I / We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I ____________________________________________ , the Proprietor / Authorized signatory of M/s. ____________________________ do hereby confirms that the contents of the above affidavit are true to my knowledge and nothing has been concealed there from ____________________________ and that no part of it is false.

Verified at ________________ this ________________ day of _______________________.

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
### FORM ‘G

**Bidders Information**

<table>
<thead>
<tr>
<th>Company Name*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Registered Address*</td>
<td></td>
</tr>
<tr>
<td>Name of Partners/Directors</td>
<td></td>
</tr>
<tr>
<td>Bidder type*</td>
<td></td>
</tr>
<tr>
<td>Indian/Foreign</td>
<td></td>
</tr>
<tr>
<td>City*</td>
<td></td>
</tr>
<tr>
<td>State*</td>
<td></td>
</tr>
<tr>
<td>Country*</td>
<td></td>
</tr>
<tr>
<td>Postal code*</td>
<td></td>
</tr>
<tr>
<td><strong>PAN/TAN Number</strong>*</td>
<td>(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.</td>
</tr>
</tbody>
</table>

**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)

**Correspondence Email**

*(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the)*

**Designation**

**Phone**

*(Phone details eg: +91 -xx-xxxxxxx)*

**Mobile**

## BANKER DETAILS

**PAN NO**

**TIN NO**

**ACTIVE BANK A/C DETAILS**

**A/C NO**

**A/C TYPE**

**BRANCH ADDRESS**

**IFSC**

*Mandatory information (must be filled by the bidders)*
MEMORANDUM

NIT No.: ERO/MMD/JUIDCO/1099

<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>Construction of 2020 Dwelling units in 101 nos. of G+3 block at Kasidih, Adityapur &amp; 60 Dwelling units in 3 nos. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] at Jamshedpur.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>Jharkhand Urban Infrastructure Development Corporation Ltd. (JUIDCO)</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>e-bid two bid system</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 2,24,774.00</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of Contract</td>
<td>15 Months</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>NIL</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>90 days from date of last date of bid submission</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>5% of Contract Value</td>
</tr>
<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>To be reckoned after 07 days date of LOI</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>One Year</td>
</tr>
</tbody>
</table>

Signature of Bidder

Signature of EPI
| xv.  | Arbitration                      | : | There will be no Arbitration clause between EPI and Agency.
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>:</td>
<td>Kolkata Court.</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : 

OCCUPATION

ADDRESS

SEAL OF BIDDER
FORM OF TENDER

To,
Engineering Projects (India) Limited,
(Address of submission as mentioned in "Notice Inviting Tender")

REF: Tender for Architectural Planning, Design & Engineering Consultancy Services for Construction of 2020 Dwelling units in 101 No. of G+3 block at Kasidih, Adityapur & 60 Dwelling units in 3 no. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] Jamshedpur.

NIT No.: ERO/MMD/JUIDCO/1099

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, specification of material and workmanship, Bill of Quantities, Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

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

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

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

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

6. If I/we fail to commence the work within 07 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 16.0 of NIT and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 5.0 of "Agreement for Consultancy" 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.

Signature of Bidder

Signature of EPI
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 TENDERER ___________
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

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

REF: Tender for Architectural Planning, Design & Engineering Consultancy Services for Construction of 2020 Dwelling units in 101 No. of G+3 block at Kasidih, Adityapur & 60 Dwelling units in 3 no. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] Jamshedpur

NIT No: ERO/MMD/JUIDCO/1099

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

3. The required Earnest Money for this work is enclosed herewith.

Dated: 

Yours faithfully,

(Signature of the Tenderer)
Seal of Tenderer

Signature of Bidder 

Signature of EPI
PROFORMA FOR BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin-110003. (Hereinafter called the EPI) having agreed to accept bank Guarantee of Rs. .......... in lieu of EARNEST MONEY DEPOSIT from................................. (hereinafter called the Supplier/ Contractor/Sub-Contractor, which expression shall include its heirs, successors and assignees) in respect of the Tender for.................................

We, ........................................ bank having its registered/head office at................................. (hereinafter referred to as the Bank) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding Rs................................. on demand by EPI.

We the above said Bank further agree and undertake to pay the said amount of Rs................................. without any demur on demand within 48 hours. Any demand made on the Bank by EPI shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ........................................ date

............... Unless a demand or claim under this guarantee is made on us in writing on or before................................. date................................., we shall be discharged from all liabilities under this guarantee thereafter.

We, the above said Bank, further agree that EPI shall have full liberty, without our consent and without affecting in any manner our obligation to verify, modify or delete any of the conditions.

We, the above said Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of EPI in writing.

Dated........................ this day of..................... 201...

For and on behalf of the Bank

Note: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One Hundred Only)
PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The Chairman & Managing Director, Engineering Projects (India) Ltd.,
Core-3, SCOPE Complex
7, Institutional Area, Lodhi road, New Delhi -110003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no. ............................................................

............................................................ Dated...........................................made between............................................................

............................................................ (hereinafter referred to as the said Supplier/sub-contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with ............................................................

(hereinafter called 'The said supply Contract/Sub-contract ) to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for ............................................................ lieu of :

a) The Security Deposit to be made by the said supplier/cub-contractor for the due fulfillment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/sub-contract, and

b) Fulfillment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

We ............................................................ (hereinafter referred to as "the said bank a Government of India Undertaking which expression shall unless repugnant to the subject or context includes its successors and assigns) and having our registered office at ............................................................ do hereby unconditionally and irrevocably undertake and agree to indemnify and keep indemnified EPI from time to time to the extent of ............................................................ only against any loss of damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by EPI by reason of any breach or breaches by the said supplier/sub-contractor of any of the terms and conditions contained in the said supply contract/sub-contract and or any amount becoming due for non-performance and /or penalty as assessed by EPI and top unconditionally pay the amount claimed by EPI on demand and without demur.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and
properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 (Six) months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 (Six) months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub-contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/sub-contact and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

This guarantee shall be a continuing quarantine and shall remain valid and irrevocable for all claims of EPI and liabilities of the said supplier/sub-contractor arising upto and until mid night of , subject the claim period as mentioned in para ______________.

This guarantee shall be in addition to any other guarantee or security whatsoever that EPI may now or at any time anywise may have in relation to the said supplier/sub-contractor obligation/liabilities under and/or in connection with the said supply contract/sub-contract and EPI shall have full authority to take recourse to or enforce this guarantee in preference to any other guarantee or security which EPI may have or obtain and there shall be no forbearance on the part of EPI IN ENGINEERING OR REQUIRING ENFORCEMENT OF ANY OTHER SECURITY AND shall not have the effect of releasing the said bank from its full liability hereunder:

EPI shall be at liberty without reference to the said bank and without affecting the full liability of the said Bank hereunder to take any other security in respect of the said supplier’s/sub-contractor’s obligations and/or liabilities under or in connection with the said contract.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or

Signature of Bidder

29

Signature of EPI
change of constitution or insolvency of the said supplier/sub-contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

The said bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the said bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the said supplier/sub-contractor.(whether or not pending before any arbitrator, tribunal or court) of any denial or liability by the said supplier/sub-contractor stopping or preventing or purporting to stop or prevent any payment by the said bank to EPI in terms hereof.

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof.

We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

We, the said bank undertake not to revoke this quarantine during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said supplier/sub-contractor or the said Bank shall not discharge our liabilities hereunder.

It shall not be necessary for EPI to proceed against the said supplier/sub-contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which EPI may have obtained or obtain from the supplier/sub-contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.

Our liability under this guarantee shall be restricted to .............................................. and this guarantee shall remain in force until midnight of .............................................. unless a claim to enforce this guarantee is filed with us within six months from .............................................. (which is date of expiry of this guarantee), we shall be discharged from all liabilities under this guarantee thereafter.

Dated .............................................. This day of .............................................. 20...........

FOR AND ON BEHALF OF BANK

Signature of Bidder 30

Signature of EPI
INSTRUCTION TO TENDERER

ENGINEERING PROJECTS (INDIA) LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS

1. MODE OF SUBMISSION

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

ENVELOPE-1:-

This ENVELOPE shall contain the following:

i. Earnest Money Deposit as per clause 2.0 of ‘Instructions to Tenderers’ (ITT).

ii. Letter of Undertaking for unconditional acceptance of the tender conditions as per proforma given in ITT.

iii. Pre-Qualification Documents and Credentials as per clause 19.0 of ITT.

iv. Volume-I (ITT, General Conditions of Contract), Volume-II (Notice Inviting Tender, Additional Conditions of Contract, Specifications, Drawings) and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the Tender. All pro-forma forming part of Tender Documents shall be filled in, signed and stamped by the tenderer.

v. Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the Tender.

vi. Any other information as required to be submitted along-with the Tender.

This envelope shall be marked as:

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

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

ENVELOPE - 2:-

This ENVELOPE shall contain only the Volume-III comprising of PRICE-BID.

This envelope shall be marked as:

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

NIT No: 
DUE ON: 
FROM: (Name of the Contractor)
Both the envelopes / packets shall be individually sealed and kept in an outer envelope marked as:

TENDER FOR (Name of Work as mentioned in "Notice Inviting Tender")

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

The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in "Notice Inviting Tender". The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in "Notice Inviting Tender".

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

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

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

2. EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in "NIT/ITT/Memorandum" to "Form of Tender" required to be submitted along with the Tender shall be in the form of Demand Draft payable at place as mentioned in "NIT/ITT" in favour of EPI Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD Bank Guarantee shall be valid for a minimum period of 150 (One Hundred Fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.
3. EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 **FOR ITEM RATE TENDERS**

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

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

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

4.2 **FOR PERCENTAGE RATE TENDERS**

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

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

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

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

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

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

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

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

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

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

12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum" to "Form of Tender", which shall be reckoned from the 10th day from issue of the Letter / Telex / Telegram / Fax of Intent by the EPI.

13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water.

Signature of Bidder

Signature of EPI
conditions, topography of the land, drainage and accessibility etc. or any other condition which in
the opinion of Contractor will affect his price / rates before quoting their rates. No claim
whatsoever against the foregoing shall be entertained by EPI.

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

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

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

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

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

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

17.0 Tenders with following discrepancies are liable for rejection:-

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

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

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

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

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

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

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

Signature of Bidder 35  Signature of EPI
a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.
b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
c) Details of similar works executed.
d) Audited balance sheets and profit and loss accounts along with schedules for the last 3 years.
e) Copy of latest income-tax returns filed along with PAN.
f) Details of manpower available.
g) Details of equipments, tools and plant available.
h) Credentials and completion certificates.
i) Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
j) Copy of Provident Fund Number allotted by PF authorities.
k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
l) Latest Solvency certificate from Nationalized / Scheduled Bank.
m) Latest Sales Tax Registrations and Clearance Certificate.
n) Any other document as stipulated above and in "Tender Documents"

20.0 Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.
ADDENDUM TO INSTRUCTIONS TO TENDERERS

1. Mode of submission of tender is through e-Bids only. Hence Clause No. 1.0 of ITT is deleted. Kindly refer "Special Instructions to Bidders for e-Tendering" for downloading & uploading of tender documents as per NIT.

2. Tender Evaluation

If required, EPI may seek the clarifications on the Technical bid of the applicants. If the clarifications sought by EPI are not received in stipulated period, then technical evaluation will be done based on available data in their technical bid. Evaluators of Technical bid shall have no access to the financial bid until the technical evaluation is concluded.

A. Evaluation of Technical Bid & Design Concept Presentation

To become eligible for Technical Bid Evaluation, the bidder must meet the minimum eligibility criteria as prescribed above:

Stage - I:

(Only the bids meeting the minimum eligibility criteria will be considered for Stage-I, Technical Bid Evaluation.)

Marks system for the evaluation is as under: (40 Marks)

<table>
<thead>
<tr>
<th></th>
<th>Work Experience: 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</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(i)60% marks for minimum eligibility criteria as per Clause 3 of NIT. (ii)100% marks for twice the minimum eligibility criteria or more. (iii)In between (i) &amp; (ii) - on pro-rata basis.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Financial Strength: Average Annual Financial Turnover for last Three consecutive Financial Years ending 31.3.2018 from 'Design &amp; Engineering Consultancy Services' not less than Rs. 57.00 lakhs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>(i)60% marks for minimum eligibility criteria as per Clause 3 of NIT. (ii)100% marks for twice the minimum eligibility criteria or more (iii)In between (i) &amp; (ii) - on pro-rata basis</td>
</tr>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

|   | Total Marks                                                                 | 40 Marks |
|---|----------------------------------------------------------------------------|

Signature of Bidder 37 Signature of EPI
To become eligible for short listing in Stage-I Technical Bid Evaluation, the bidder must secure at least 80% marks in aggregate. The bidders securing 80% & above marks in aggregate in Stage-I only will qualify for Stage-II, Design Concept Presentation.

**Stage - II:**

**Design Concept Presentation**

Under this stage, the tenderers short listed after Stage-I, shall be invited for participating in the design concept competition by way of presentation before the Committee constituted for the purpose by EPI.

The Architect firm / Consultant shall bring Soft & hard copy of their Design concept and related details at the time of presentation. The concept design shall incorporate all the parameters as mentioned below under Evaluation Criteria. The time and venue for presentation will be intimated separately.

The consultant shall have no right to challenge the marks assigned by the members of the committee and, the members of the committee shall have no liability to the bidder / applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the members of the committee.

The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.

**Evaluation Criteria of the Design Concept Presentation (60 Marks).**

<table>
<thead>
<tr>
<th>A. Master Planning &amp; Zoning</th>
<th>15 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost effective Site Utilization &amp; Grouping of Functions.</td>
<td>5</td>
</tr>
<tr>
<td>2. Site Orientation</td>
<td></td>
</tr>
<tr>
<td>(a) Massing (Compactness)</td>
<td>5</td>
</tr>
<tr>
<td>(b) Circulation (Integration)</td>
<td>3</td>
</tr>
<tr>
<td>3. Landscape blending with existing profile</td>
<td>2</td>
</tr>
<tr>
<td>B. Design Concept Planning</td>
<td>30 Marks</td>
</tr>
<tr>
<td>1. Aesthetics &amp; Environmental friendly considerations</td>
<td>6</td>
</tr>
<tr>
<td>2. Energy efficient building design</td>
<td>6</td>
</tr>
</tbody>
</table>
3. Disaster resistant methods / technologies 4

4. Structural Design Brief Report 8

5. Economical design 6

C. Presentation 15 Marks

1. Overall Presentation 4

2. Overall understanding, Planning & Design of Project 7

3. Interpretation of Design Concept, Interaction on concept and response to queries of the committee members 4

Total Marks 60 Marks

The bidders securing 80% and above marks in aggregate at Stage-I & II, will qualify for evaluation of Financial Bid.

3. CLAUSE NO: 02 of Instruction to Tenderers stand amended as below:

Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.

EMD of Successful tenderer shall be refunded after submission of Security Deposit cum Performance Guarantee by him.

EMD of successful tenderer, if deposited in the form of Demand Draft, shall be treated as part of Retention Money.

No interest will be payable by EPI on the said amount covered under EMD/Other security documents.

4. CLAUSE NO: 04 of Instruction to Tenderers stands deleted.

5. CLAUSE NO: 18 of Instruction to Tenderers stands amended as below:

Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done No claim of Consultant whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

6. CLAUSE NO: 19 of Instruction to Tenderers stand amended as below:
Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.

a) List of works executed during the last 7 years indicating name of the Client, value, date of start and completion.
b) List of works under execution indicating name of the Client, Total Contract value, value of balance work in hand, date of start and completion.
c) Details of similar works executed.
d) Copy of latest Income Tax returns filed along with PAN.
e) Credentials and completion certificates.
f) Registration Certificate / Memorandum and Articles of Association / Partnership Deed / Affidavit.
g) Copy of registration certificate of 'Council of Architecture'.
h) GSTIN Registration Certificate.
i) Any other document as stipulated above and in "Tender Documents"
Special Instructions to Tenderer 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 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.

Signature of Bidder

Signature of EPI
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-electronic tender.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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
<td>Customer Support: 011-26241790 (multiple lines)</td>
</tr>
<tr>
<td></td>
<td>Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
<td><a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a></td>
</tr>
<tr>
<td><strong>[Please mark CC: <a href="mailto:support@electronictender.com">support@electronictender.com</a>]</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>GGM (MMD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engineering Projects (India) Ltd.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>50, Chowringhee</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Kolkata 700071</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Telephone/ Mobile** | +91 33 2282 4426 |
| **[between 9:30 hrs to 17:00 hrs on working days]** | |
| **E-mail ID** | E-mail Id : ero@epi.gov.in |
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: GGM (MMD)*

*Address: Engineering Projects (India) Ltd.*

50, Chowringhee Road,

Kolkata- 700 071.

_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) plus GST @ 18\% (i.e. Rs. 5,900/-) in form of Demand Draft.
2. Original copy of the EMD of Rs. 2,24,774.00 (Rupees Two Lacs Twenty Four Thousand Seven Hundred and Seventy Four Only) in the form of a Bank Guarantee / Demand Draft.
3. Original copy of Power of Attorney to sign the Tender documents.
4. Documentary evidence with regard to registration with NSIC / MSME as mentioned in Clause No.2 (K) of NIT for tender fees & EMD waiver.
5. 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-Annexure during Online Bid-Submission in addition to PQ documents listed in NIT Clause no. 3

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 Electronic Tender’s software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' 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 Electronic Forms™ 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 enhance 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.

Signature of Bidder

46

Signature of EPI
Tender for Architectural Planning, Structural Design & Engineering Consultancy Services for Construction of 2020 Dwelling units in 101 nos. of G+3 block at Kasidih, Adityapur & 60 Dwelling units in 3 nos. of G+3 blocks at Norodih, Saraikela under Pradhan Mantri Awas Yojana (Urban) [Package B] at Jamshedpur.

VOLUME - II

Agreement for Consultancy & Tender Drawing.
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Kolkata on ................................... day of ............................................ between the Engineering Projects (India) Limited (EPI), having its Eastern Regional Office at 50, Chowringhee Road, Kolkata - 700 071 (hereinafter referred to as the "EPI" which expression shall include its successor and assigns) of one part and M/s................................................................. a firm having its office at...........................................................................................................(Hereinafter called the '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 .............................................................................................................(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:

1.0 Milestones:

<table>
<thead>
<tr>
<th>Sl. NO.</th>
<th>Description of Milestone</th>
<th>Date of completion of Milestone from the date of LOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation and submission of Preliminary Design along with Master Plan and approval of the same from Client (JUIDCO).</td>
<td>7th Day.</td>
</tr>
<tr>
<td>2</td>
<td>Preparation and submission of required drawings for approval from various Statutory Authorities.</td>
<td>14th Day.</td>
</tr>
<tr>
<td>3</td>
<td>Preparation and submission of Structural Design &amp; Drawings upto Ground Floor Roof Slab.</td>
<td>21st Day.</td>
</tr>
<tr>
<td>4</td>
<td>Preparation and submission of Tender Drawings and total Bill of Quantities.</td>
<td>35th Day.</td>
</tr>
<tr>
<td>5</td>
<td>Vetting of Structural Design &amp; Drawings.</td>
<td>28th Day</td>
</tr>
<tr>
<td>6</td>
<td>Preparation and submission of Structural Design &amp; Drawings upto First Floor Roof Slab including Masonry works, Sanitary &amp; Plumbing and Electrification works in all floors.</td>
<td>36th Day.</td>
</tr>
<tr>
<td>7</td>
<td>Preparation and submission of Structural Design &amp; Drawings upto Second Floor Roof Slab including all External services, Roads, Drains &amp; Boundary Wall etc.</td>
<td>51st Day.</td>
</tr>
<tr>
<td>8</td>
<td>Preparation and submission of Structural Design &amp; Drawings upto Third Floor Roof Slab including Landscaping &amp; Horticulture.</td>
<td>66th Day.</td>
</tr>
</tbody>
</table>
2.0.0 **Scope of Work**

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

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

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

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 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.

2.1.5A Preparation and submission of detailed Architectural drawings, designs (in tune with the affordable housing policy of Government of Jharkhand) and specifications for building/Structures / equipments etc. for construction and releasing to site including getting necessary approval from client concerned Municipal Corporation, local, Central and State Bodies 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 as 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 (in tune with the affordable housing policy of Government of Jharkhand) 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 concerned Municipal Corporation local, central and state bodies wherever applicable / 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, concerned Municipal Corporation local, central and state bodies 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 PWD/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 Amount in Rs. (Rupees ........................ only) “Inclusive of all Taxes and Duties including GST as per scope agreement”.

4.0.0 Mode of Payment

On completion of work under clause mentioned below also in line with achievement of Milestone.

Signature of Bidder

50

Signature of EPI
4.1.0 Advance on award of work 5% of total Consultancy fee (Upon signing of agreement after submission of bank Guarantee)

4.1.1 2.1.0 to 2.1.4 15% of Total consultancy fee

4.1.2 2.1.5A, 2.1.5B to 2.1.6 20% - DO -

4.1.3 2.1.7 15% - DO -

4.1.4 2.1.8 10% - DO -

4.1.5 2.1.9 10% - DO -

4.1.6 2.1.10 5% - DO -

4.1.7 2.1.11 to 2.1.12 15% - DO -

4.1.8 2.1.13 5% - DO -

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100% - DO -

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 07 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 Payment of Stage 4.1.0 (upon Award of Works) shall be released after Associate Consultant furnishes Bank Guarantee of equivalent amount from a Scheduled / Nationalized Bank on the proforma of EPI. The Bank Guarantee shall be initially valid for 6 months and shall be released after substantial completion of stage 2.1.7 in case of payment of stage 4.1.0 is not drawn due to non-furnishing of bank guarantee, the same shall be released along with the substantial completion of stage 2.1.7 (payment clause 4.1.3).

5.1.4 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor.

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/taxi fare 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 rail fare or bus fare plus Rs 2500/- only (Rupees Two Thousand & Five Hundred only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

All visits of Associate 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 not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI on actuals.
5.1.9 If at any time after award / start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out, EPI shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

(i) Six numbers of copies of project report referred in clause 2.1.2.
(ii) Six sets of preliminary drawings, measurement sheets and estimates to be submitted to client.
(iii) Six sets of complete detailed design calculations (structural and other services) including Supply of drawings incorporating subsequent modifications / revision, if any.
(iv) Six sets of each of all working drawings for Architectural Structural, Public Health, Electrical, 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 an acceptance for "Milestone" indicated above for timely completion of consultancy works within two weeks and this Milestone schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule (Milestone). No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

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

5.1.13 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out.
based on (in tune with the affordable housing policy of Government of Jharkhand) 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, PWD, 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 estimates 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 (07) 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, 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 Associate 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 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. The price quoted shall be inclusive of all taxes and duties including GST. The GST amount should be indicated separately as per format in Quoting Sheet and Annexure-I.

Total Payment will be made as per schedule of payment as specified above. Payment will be made to the Consultant against invoices in GST compliant format. The Consultant also must upload /update the GST data periodically so as to avail ITC credit by EPI failing which it shall be recovered / adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

5.1.18 The Associate Consultant shall get the structural design checked & vetted from IIT (ISM), Dhanbad or NIT, Jamshedpur or BIT, Sindri (Dhanbad) (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 one month’s notice in writing being given to Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant’s work not being satisfactory, EPI will get the work done at the risk and cost of the consultant.

5.2.1 PENALTY

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

5.2.2 FORCE MAJEURE CLAUSE

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

6.0 JURISDICTION

The Courts in Kolkata 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.

Signature of Bidder

55

Signature of EPI