TENDER DOCUMENT

TENDER No: WRO/ CON/ RSCL/ 0248

Tender for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

EXECUTING AGENCY

Engineering Projects (India) Limited
Western Regional Office : Mumbai
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<td>16.</td>
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<td>1</td>
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**Total** 46
TENDER DOCUMENT

TENDER No: WRO/ CON/ RSCL/ 0248

Tender for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

VOLUME – I

NIT, Addendum to Instructions To Tenderers, Special Instructions To Bidders For E-Tendering, Letter of Undertaking, Form of Tender, Memorandum, Bidder Information & Forms for tender
Notice Inviting e- Tender (NIT)

1.0 Tender for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area in Rourkela.

Engineering Projects (India) Ltd. invites online offers on **Lump sum fee basis** from reputed Consultant through e-tendering who meets eligibility criteria as listed below under Single stage two envelop system (Technical bid & Price Bid) for the following works on **QCBS** basis:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Est. Cost of project for which consultancy service to be provided</th>
<th>Time of completion of project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area in Rourkela.</td>
<td>Rs. 90.00 Cr.</td>
<td><strong>TOTAL 24 MONTHS</strong>&lt;br&gt;1. Site Surveying, preparation of layout plan and detailed project report – 1 Month.&lt;br&gt;2. Preparation of Design &amp; Drawing, approval &amp; vetting – 3 Months from commencement.&lt;br&gt;3. Modification of drawing during Construction Period - 20 Months</td>
</tr>
</tbody>
</table>

2.0 Brief Scope of Work

Scope of work covers but not limited Architectural consultancy including Site Survey, Soil Investigation, Preparation of Layout plan & Approval, Structural Design/Drawing approval and vetting, DBR submission/Inception Report, Design of MEP services Internal & External, EIA clearance, Fire NOC, Approval from Local Authority. (Details Scope of Work is enclosed in Annexure 1)

3.0 Time schedule of Tender activities:

<table>
<thead>
<tr>
<th></th>
<th>21.11.2019 FROM 06:00 PM</th>
<th>12.12.2019 UP TO 5.00 PM</th>
<th>13.12.2019 AT 11.00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Start Date &amp; Time for Downloading of tender documents</td>
<td>Last Date &amp; Time of Submission of Tenders (online &amp; offline)</td>
<td>Date &amp; Time of online Opening of tender (Technical Bid):</td>
</tr>
<tr>
<td>II.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td></td>
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</tr>
</tbody>
</table>
4.0 Minimum Pre-Qualification Criteria: -

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

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

OR

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

OR

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

The Architect cum Design Consultant firm must have successfully completed the following also:

a) One similar work of 'Design & Engineering services work' (Either part of above or a separate one) for amount costing not less than the amount equal to 40% of estimated cost put for consultancy work put to tender with some Central/State Government Organization / Central Autonomous Body / Central Public Sector undertakings.

b) One work of the above qualifying work or any other work with Auditorium of minimum capacity 1000 persons.

**Similar work Shall mean Architectural & Consultancy Services including M.E.P. Services for Construction of Non-Residential Building project.**

(2) Applicant need to visit site and submit certificate confirming Site visit. Contact person for site visit is DGM (Tech), Mobile No. 09424149174, Email: d.patra@epi.gov.in, debasis2104@gmail.com.

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

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

- Bidders must have average Annual Financial Turnover for last three consecutive financial years ending 31.3.2019 from 'Design & Engineering services' not less than 50 lacs. Copies of Balance sheet and Certificate duly certified by Chartered Accountants along with UDIN issued by ICAI is also to be submitted.

Signature of the Consultant with date & Seal
• One of the Director/Partner/Proprietor of company should be registered with ‘Council of Architecture’ & should have minimum Ten years of experience in the field of architectural & consultancy work.

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

• Copies of GST registration certificate (as applicable) and PAN of income tax and registration certificate with Council of Architecture etc. are to be submitted.

• Bidder shall require to furnish details of Skilled and Trained Manpower Including Design Engineers, Architects and Technical staff employed and detail of software and hardware etc available with the consultant.

5.0 EVALUATION OF THE BIDDER

5.1 Bidder will be qualified as per the eligibility criteria based on documentary credentials submitted by the bidder, Verification of credential, Presentation Before the Panel. Price bid of technically qualified bidder who has scored minimum 70 marks based on the Evaluation of the bidder shall only be opened with prior intimation to the bidder.

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

a) Misrepresentation in the forms, statements and attachments submitted in the pre-qualification 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 contractor, inordinate delay in completion, Delay in work completion consistent history of litigation / arbitration awarded against the contractor 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.

e) Not submitted Tender Fee as per NIT condition.

Signature of the Consultant with date & Seal
Selection of the consultants shall be subject to thorough verification of their credential and inspection of similar works (if required) carried out / in progress by them, through a Committee of experts on QCBS Basis.

6.0 Tenderer shall submit the following documents duly signed and stamped a part of technical bid online only as per format

a) Organization Structure as per Form A - ORGANISATIONAL STRUCTURE

b) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria as per Form – C

c) Details of All Works of in Hand Ending Last Day of The Month October, 2019 as per Form D

d) CA certified audited balance sheets and profit and loss accounts for the last 3 years, Copy of PAN Card and Copy of GST Registration No. certificate as per Form E – Financial Information

g) Details of manpower available and proposed manpower for this project as per the minimum Technical person to be deployed alongwith Name & Biodata as per Form B & B1

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 years of experience in the field of architectural & consultancy work.

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

7.0 Tender documents comprising of the following are available on the website of EPI: EPI’s website/CPP portal as well as on MSTC portal to https://www.mstcecommerce.com/eprochome/EPIL the same can be downloaded by the intending bidders.

1. Notice Inviting Tender, Special Instructions of e tendering, Form of tender, Letter of Undertaking, Memorandum, Bidder Information, Forms for tender.
3. Price Bid Format (blank).

8.0 Bidders can download the bid document from the portal any time from 18:00 Hrs. on 21.11.2019. 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. 5000.00 (Rupees Five Thousand Only) plus GST Rs. 900.00 (Rupees Nine Hundred Only) total Tender fee Rs. 5900.00 (Rupees Five Thousand Nine Hundred Only) as non-refundable Tender document fees in the form of demand draft in favor of Engineering Projects (India) Ltd.’ payable at Mumbai & it is submitted in physical format at address mentioned in clause no. 25.

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

9.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 4.0 & 6.0 under Single Stage Two Envelope Bidding Procedure on EPI’s website/CPP portal /the MSTC portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of the qualified Bidders only.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 2,40,00/- (Rs. Two lakhs forty thousand 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 New Delhi. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, Power of Attorney, NSIC/MSME certificate as per Clause if bidder is claiming Tender fee exemption last date and time of online bid submission. If the above documents are not received in time then there offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

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

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

12.0 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 MSTC portal to https://www.msticecommerce.com/eprochome/EPIL the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

13.0 It is made clear that the bidder who are meeting PQ criteria based on clause will be called for a presentation in front of the committee and those bidders who are Technically qualified will be

Signature of the Consultant with date & Seal
opened. Offer of the bidders selected on QCBS shall be accepted subject to the confirmation of authenticity of the PQ documents.

14.0 The Bidder should not have been blacklisted in any State Govt./Municipal Corporations/Central Govt./any State Govt. Organizations, Urban Local Body and/or its Undertaking company during last seven years ending last day of the previous month of date of NIT.

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

16.0 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.

17.0 The successful bidder shall be required to sign an agreement in the format enclosed upon receipt of work order from client to EPIL.

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

20.0 EPI as per requirement, if any activity from the scope of work mentioned in NIT is carried out by EPI, then the same will be removed from present scope of work of tender and respective amount of work done will be reduced from quoted price before placing order.

21.0 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.

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

23.0 The tenderer shall upload his technical, financial and organizational data to establish his eligibility and other tender requirements. All the pages shall bear serial page numbers and seal with signature of tenderer. There shall be Index sheet in the beginning.

24.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering
process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

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

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

25.0 Contact details for site related Queries:

DGM (Tech), at Mobile No. 09424149174
Email: d.patra@engineeringprojects.com, debasis2104@gmail.com
For more information on EPI, visit our website at: [http://www.engineeringprojects.com](http://www.engineeringprojects.com) for more information on the e-tender visit website of M/s MSTC, New Delhi at: [https://www.mstcecommerce.com/eprochome/EPIL](https://www.mstcecommerce.com/eprochome/EPIL)
EVALUATION OF THE BIDDER

Applicants who qualify as per the eligibility criteria given above will be shortlisted for further evaluation and are required to give a presentation of understanding of the project, along with concept plan. The past performance and credentials of the firm will be assessed by a panel of experts. This will form a part of technical evaluation besides the documentary credentials submitted by the applicant. Date and venue of presentation will be intimated to qualifying bidders.

Technical evaluation once completed, the applicants would be invited for opening of Financial Proposal. Financial bids of only those applicants whose score a minimum of 70 marks out of 100 in the Technical Qualification Criteria will be opened. The selection of the successful applicant would be on the "Quality cum Cost Basis"

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<th>SI NO.</th>
<th>Sub Head</th>
<th>Marks</th>
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<tbody>
<tr>
<td>1.</td>
<td>Establishment of Firm above 10 years (minimum 3 marks and additional 1 mark for every additional 2 years of establishment)</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Experience of Similar Works as per PQ Criteria. (Minimum 16 Marks and additional 2 marks for each work completed with project cost of 80 cr and above).</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Establishment in Odisha State above 3 years. Minimum 3 mark and additional 1 mark for each 1 year above 3 year</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Turnover as per PQ Criteria (Minimum 5 marks and additional 2 marks for every additional 50% Turnover)</td>
<td>10</td>
</tr>
<tr>
<td>5.</td>
<td>a) Minimum No. of Architects/Engineer on roll of bidder (Minimum 3 marks and additional mark for every additional Architect). b) Maximum 5 marks for Inhouse Design of MEP services.</td>
<td>10</td>
</tr>
<tr>
<td>6.</td>
<td>Presentation before Selection Panel in Support of Firms credential, Understanding of the Project, Master Plan/Layout and Estimated Cost and completion schedule for Design &amp; Engineer.</td>
<td>50</td>
</tr>
</tbody>
</table>

Total Technical Score (Ts) 100

Note: Proper certificate is required in support of any statement made by the organization as above.

Signature of the Consultant with date & Seal
The Applicant who has quoted the lowest price will be given a score of 100. The Applicants will be allotted score relative to the score of Applicant with lowest quote, which will be as below:

\[ Fs = 100 \times \frac{FL}{F} \]

Where:

- \( Fs \) = The financial score of the Financial Proposal being evaluated
- \( FL \) = The price of lowest priced Financial Proposal
- \( F \) = The price of Financial Proposal under consideration

The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Applicants. Work will be awarded to a bidder who is ranked highest in total score.

The first ranked Applicant is eligible for award of the work.

\[ \text{Total Score} = 80\% \times Ts + 20\% \times Fs \]

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

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

- Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc. black listing by a Govt. Institution.

Empanelment of the consultants shall be subject to thorough verification of their credential and inspection of similar works carried out / in progress by them, through a Technical Committee of experts to be constituted by EPIL.
ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-bids only. Hence clause no. 1 of ITT is deleted.

Kindly refer “Special instructions to Bidders for e-tendering” for downloading & uploading of tender documents as per NIT.
**Special instructions to Bidders for e-Tendering**

Some Bidding related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

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

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

Contact Persons Name:
**General Manager (Contracts)**
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor Nariman Point,
Mumbai – 400 021
Office Phone- 022-2204 9230
Email id - wro-contracts@engineeringprojects.com

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

1. Tender Fee of Rs. 5,000 (Rupees Five Thousand only) plus Applicable GST @ 18% i.e. Rs. 900/- (Rupees Nine Hundred Only) total Tender fee Rs. 5900.00 (Rupees Five Thousand Nine Hundred Only) in form of Demand Draft (Original)
2. EMD of Rs: 2,40,000/- (Two lacs Forty Thousand only) in form of Demand Draft (Original) or Pay order.
3. Documentary evidence with regard to registration with NSIC as mentioned in Clause No. 8 & 9 of NIT for tender fees waiver.
4. Letter of authorization shall be indicated by written Power-of-Attorney. (Original)
5. Annexure-B affidavit of NIT.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause.
Bidder’s guide for EPIL Portal:

1. Use browser to go to https://www.mstcecommerce.com/eprochome/EPIL

Digital Signatures

To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures. A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html. The list is as under:
   1. Safescrypt
   2. IDRBT
   3. National Informatics Centre
   4. TCS
   5. GNFC
   6. e Mudhra CA
   7. CDAC CA
   8. Capricorn CA
   9. NSDL e-Gov CA

System Settings

1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
   Signature of the Consultant with date & Seal
3. On clicking the button, a new window will open as shown below:

![New window open](image)

4. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.

5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

![Add to Chrome button](image)

For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:

![Vendor login](image)

Signature of the Consultant with date & Seal
3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:

5. System will ask you to verify your digital signature

Signature of the Consultant with date & Seal
6. Press Ok and select your digital signature from the List:

7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:
9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).
12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:

For 2 cover with price bid in excel

![E-Tender Technical Cum Price Bid](image)

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.

15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

![Purchaser's Specification](image)

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

Signature of the Consultant with date & Seal
b) Please note that under no circumstance the price bid excel has to be uploaded here.
c) After the documents have been uploaded, the bidder can click on download excel to
download the excel format.
d) Fill up the excel sheet as per the details given therein and tender document.
e) To upload the filled up excel click on Upload Price Button, click on browse to select the file
and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any
amendments after final submit, click on delete bid button to delete the techno-commercial
and price bids and resubmit the same. Please note that at the end the bid must be final
submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

a. In the manner similar to above the bidder has to fill up Common terms, then press
save button to submit.
b. Then the bidder has to upload documents as per the list shown therein.
c. Once the documents are uploaded the bidder has to submit the Technical and Price
bids.
d. The bidder can then click on final submit to finally submit the bid. In case of any
amendments after final submit, click on delete bid button to delete the techno-
commercial and price bids and resubmit the same. Please note that at the end the bid must be final
submit, otherwise the same will not be considered.
Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time. Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

<table>
<thead>
<tr>
<th><strong>Phone Number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>03322901004, 01123212357, 01123215163, 01123217850</td>
</tr>
</tbody>
</table>

**Email**

mstcnro@mstcindia.co.in

Please mention “Helpdesk” as subject while sending emails

**Availability**

10 AM to 5:30 PM on all working days.
LETTER OF UNDERTAKING
(On Company letter head)

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

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

Ref.: NIT for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area in Rourkela.

NIT No.: WRO/CON/RSCL/0248

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

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

Yours faithfully,
(Signature of the Tenderer)

Seal of Tenderer
Dated:

Signature of the Consultant with date & Seal
FORM OF TENDER
(On Company letter head)

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

REF.: NIT for Appointment of Architect cum Consultant for Construction of Command
Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.
Odisha.

NIT No.: WRO/CON/RSCL/0248

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

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

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

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

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

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

Date the _________________________ day of
SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS):

OCCUPATION

ADDRESS

SEAL OF TENDER

Signature of the Consultant with date & Seal
**MEMORANDUM**

**Ref:** NIT for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

**NIT No.:** WRO/CON/RSCL/0248

<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>Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>M/s. ROURKELA Smart City Ltd.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>Two Part – Single bid (E-Tender) on QCBS</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>Rs: 2,40,000/- in the form of DD or Pay Order</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 instalments 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 opening of Price Bid.</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>5% of contract value in the form of BG/DD in favor of Engineering Projects (India) Ltd., which shall be submitted within 10 days after issue of LOI.</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>5% of contract value which shall be deducted from each RA Bill</td>
</tr>
</tbody>
</table>

Signature of the Consultant with date & Seal
<table>
<thead>
<tr>
<th>xiii.</th>
<th>Time allowed for starting the work</th>
<th>Within 10 days from date of LOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>NA</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>There will be no arbitration between EPI/Client and Agency.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>Mumbai Courts</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION : __________________________________________

ADDRESS : ____________________________________________

__________________________________

SEAL OF BIDDER

Signature of the Consultant with date & Seal
# BIDDER'S INFORMATION

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name*</td>
<td></td>
</tr>
<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>PAN/TAN Number*</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>
<tr>
<td>Company's Establishment Year</td>
<td></td>
</tr>
<tr>
<td>Company's Nature of business*</td>
<td></td>
</tr>
<tr>
<td>Company's Legal status*</td>
<td></td>
</tr>
<tr>
<td>Limited company/</td>
<td></td>
</tr>
<tr>
<td>Undertaking/Joint</td>
<td></td>
</tr>
<tr>
<td>venture/Partnership/others</td>
<td></td>
</tr>
<tr>
<td>Company Category*</td>
<td></td>
</tr>
<tr>
<td>Micro unit as per MSME/</td>
<td></td>
</tr>
<tr>
<td>Small unit as per MSME/</td>
<td></td>
</tr>
<tr>
<td>Medium unit as per MSME/</td>
<td></td>
</tr>
<tr>
<td>Ancillary unit/Project of affected person of this company/SSI/other</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
</tr>
<tr>
<td>Enter Company’s Contact Person Details</td>
<td></td>
</tr>
<tr>
<td>Title *</td>
<td></td>
</tr>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
<td></td>
</tr>
<tr>
<td>Contact Name*</td>
<td></td>
</tr>
<tr>
<td>Date of Birth* (DD/MM/YYYY)</td>
<td></td>
</tr>
</tbody>
</table>

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

**BANKER DETAILS –**

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

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

Affidavit of Mr --------------- So -------------- 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 / 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 / Authorised signatory of M/s ---------- do hereby confirm 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)

Signature of the Consultant with date & Seal
Letter of Transmittal

To

Dear Sir

Having examined the details given in NIT for the above project, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms ‘A’ to ‘E’ and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary and have no further pertinent information to supply.
3. I/We also agree to EPIL or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed the following projects along with prescribed format:

Enclosures

Signature(s) of Applicant(s)
Seal of applicant

Date of submission

Signature of the Consultant with date & Seal
# FORM – ‘A’

## ORGANISATIONAL STRUCTURE

1. **Name & Address of the applicant with Telephone No./Fax No./ Email ID**

2. a. Year of Establishment  
   b. Date & Year of commencement of practice

3. Legal status of the applicant (attach copies of original document defining the legal status)

4. Names of Directors & other executives with designation

5. Designation of individuals authorized to act for the organization.

6. Total No. of Technical staff:-  
   1. Architects  
   2. Planning Engineer  
   3. Structural Engineers  
   4. Electrical Engineers  
   5. Mechanical Engineer  
   6. Draftsman  
   7. Others

7. Was the applicant ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.

8. Has the applicant, or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for

9. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for competing in any organization at any time? If so, give details.

Signature of the Consultant with date & Seal
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Has the applicant, or any constituent partner in Case of partnership firm, ever been convicted by a court of law? If so, give details.</td>
</tr>
<tr>
<td>11</td>
<td>In which field of Consultancy the applicant has Specialization &amp; interest and Details of similar work successful completed.</td>
</tr>
<tr>
<td>12</td>
<td>Any other information considered necessary but not included above.</td>
</tr>
<tr>
<td>13</td>
<td>Address of local office (in Odisha)</td>
</tr>
</tbody>
</table>

Signature of the Consultant with date & Seal
### FORM – ‘B’

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Technical Personnel</th>
<th>Experience</th>
<th>Total No. of Personnel Strength available as on 30.10.2019</th>
<th>Remarks CV Attached or not</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nos. to be deployed for this work</td>
<td>10 years &amp; above</td>
<td>more than 5 years</td>
<td>Less than 5 years</td>
</tr>
<tr>
<td>1</td>
<td>Architect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Planning Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Structural Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Public Health</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Electrical Designer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Mechanical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Office Equipments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Computers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Plotters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Printers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Scanners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Photocopying</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Software available</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Consultant with date & Seal
# FORM – ‘B1’

**MINIMUM PERSONNEL TO BE DEPLOYED.**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Designation</th>
<th>Minimum Experience required</th>
<th>No. of staff required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Structural Engineer</td>
<td>Post Graduate Degree in Structural Engineering (Civil) with minimum 8 years exp</td>
<td>1 no.</td>
</tr>
<tr>
<td>2</td>
<td>Geotechnical Engineer</td>
<td>A Post Graduate Degree in Civil Engineering in Geo-technical or Foundation Engineering having a minimum of 8 years or Degree in Civil Engineering having a minimum of 10 years experience in supervising soil and geo-technical investigations.</td>
<td>1 no.</td>
</tr>
<tr>
<td>3</td>
<td>Sr. Architect</td>
<td>A Graduate Degree in Architect having a minimum of 10 years experience</td>
<td>1 no.</td>
</tr>
<tr>
<td></td>
<td>Jr. Architect</td>
<td>A Graduate Degree in Architect having a minimum of 10 years experience</td>
<td>1 no.</td>
</tr>
<tr>
<td>4</td>
<td>Electrical Engineer</td>
<td>A Graduate Degree in Electrical Engineering having a minimum of 10 years of experience</td>
<td>1 no.</td>
</tr>
<tr>
<td>5</td>
<td>Mechanical Engineer</td>
<td>A Graduate Degree in Mechanical Engineering having a minimum of 10 years of experience</td>
<td>1 no.</td>
</tr>
<tr>
<td>6</td>
<td>Planning Engineer</td>
<td>A Graduate Degree in Civil Engineering having a minimum of 5 years of experience in planning using Planning software’s</td>
<td>1 no.</td>
</tr>
</tbody>
</table>
## FORM – ‘C’

DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST SEVEN YEARS
ENDING LAST DAY OF THE MONTH OCTOBER 2019

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of work / Project and location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name &amp; Address of Employer / Organization, Telephone no. of officer to whom reference may be made.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cost of Construction work in Rs. Lakhs (Attach copy of Work Order)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of commencement as per contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stipulated date of completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Actual date of completion (Attach Copy of Completion Certificate)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Litigation / arbitration pending / in progress with details *</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Service rendered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Any other information</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: 1. Add additional sheet for indicating more works if any
2. Copy of Completion Certificate along with work order is to be enclosed.

Signature of the Consultant with date & Seal
**FORM – ‘D’**

**DETAILS OF ALL WORKS OF IN HAND ENDING LAST DAY OF THE MONTH**

**OCTOBER, 2019**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>1</th>
<th>3</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of work / Project and location</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name &amp; Address of Employer / Organization, Telephone no. of officer to whom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>reference may be made.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cost of work in Rs. Lakhs (Attach copy of Work Order)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Date of commencement as per contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stipulated date of completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Actual date of completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Status of work in % as on March 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Service rendered</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Names of Project In charge &amp; Key staff &amp; nos. of staff involves.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Any other information</td>
<td></td>
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</tbody>
</table>

Note: Copy of Work order is to be enclosed.
FORM – ‘E’

FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

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<tbody>
<tr>
<td>i. Gross Annual turnover on Consultancy Fees received (In Lakhs)</td>
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<tr>
<td>ii. Profit / Loss</td>
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</tbody>
</table>

II. The following certificates are enclosed:

(a) Copy of Balance Sheet / Profit & Loss account
(b) CA Certificate for Turnover
(c) Copy of PAN & GST Registration Certificate

Signature of the Consultant with date & Seal
AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: WRO/ CON/ RSCL/ 0248

Tender for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

VOLUME - II

Format for Agreement for Design, Engineering & Consultancy
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi on ........................................ day of ........................................ between the Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi—110003 (hereinafter referred to as the “EPI” which expression shall include its successor and assigns) of one part and M/s .................. (hereinafter referred to as 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 Tur nkey Execution Agency and has been retained as agent by ......................................................................................... for the work pertaining to .................................................................. at ........................................................................................................ (hereinafter referred to as the “Project”).

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

shall be referred to as “Client”

in this agreement. Now this agreement witnesses as under:

2.0.0 Scope of Work

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

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

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

2.1.2 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.

2.1.5 Preparation and submission of detailed Architectural drawings, designs and specifications for building/Structures/equipments etc. for construction and releasing to site including getting necessary approval form client wherever required.
2.1.5 Collection of all data and preparation of Environment Impact Assessment report and getting EIA clearance of the project from concerned authorities of state and Central Government as required.

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

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

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

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

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

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

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

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

3.0.0 Payment of Consultancy Fees

- Lumpsum price to be quoted as per price bid Format including GST and applicable taxes and rates should be firm throughout contract period.

For the Consultancy services as per the agreement
4.0.0 Mode of Payment on completion of works as under:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Activity / Deliverable</th>
<th>Payment as % of Design Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Survey (Topo graphical, Geotechnical &amp; Hydrological Survey) after submission of field data, drawing &amp; approval</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>On approval of inception report and architectural drawing approved by concerned authorities.</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>On approval of structural drawing &amp; vetting</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>On submission of DBR, Schedule of finishes &amp; Services drawing approval showing electrical, sanitary, ICT, Fire Fighting &amp; HVAC, Landscape etc.</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>On approval of External Services drawing &amp; Submission of all working drawing</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>On Completion of Construction &amp; Submission of As built drawing and all Statutory approvals &amp; project closure report</td>
<td>15</td>
</tr>
</tbody>
</table>

Note: EPI as per requirement, if any activity from the scope of work mentioned in NIT is carried out by EPI, then the same will be removed from present scope of work of tender and respective amount of work done will be reduced from quoted price before placing order.

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 TERMS AND CONDITIONS

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled/nationalized bank to the extent of 5% of the value of total consultancy fees of Associate Consultant within 7 days of signing of this Agreement. This bank guarantee shall remain valid till execution of work, commissioning, Trial Run and handing over of the project to the client by EPI. In case the 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 the 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 overall completion of the project and retention money after the defect liability period to the Associate Consultant.

5.1.3 Payment of running bills shall be made to the Associate Consultant as per Cl. No. 4.0 above.

Notwithstanding what is stated in para 3.0.0 and 4.0.0 above, the payment of fees to the Associate Consultant shall be released bases on money released by the client to EPI against this project.

The Associate Consultant shall have no claim on EPI in case release of money is delayed by client or project is not sanctioned to EPI.
5.1.4 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 the client, within the fees agreed by the Associate Consultant in Para 3.0.0 and nothing extra shall be payable to the Associate Consultant in this regard.

5.1.5 PAYMENT TOWARDS VISITS

All expenses for visits performed by the Associate Consultant in connection with planning, designing, detailing, obtaining approval from client/EPI/Statutory bodies till the stage of approval of “Good for Construction drawings” during construction and completion stage of work are included in the fees of the Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among them. Minimum one visit per month as per project requirement.

5.1.6 The Associate Consultant shall prepare necessary models in connection with approvals of schemes prepared by the client/statutory bodies etc. The cost of models is included in the fees mentioned in Para 3.0.0.

5.1.7 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 require the whole or any part of the work to be carried out, EPI shall give notice in writing 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.

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

i) Four sets of Hard copies along with soft copy of project report referred in clause 2.1.2.

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

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

iv) Two sets along with soft copy of detailed estimates and rate analysis of all works.

v) Two sets along with soft copy of approved BOQ, Technical specification and drawings along with soft copy.

vi) Adequate number of additional designs, drawings and other documents needed for proper execution of works.
vii) Four sets along with soft copy of completion drawings and detailed documents.

viii) Associate Consultant shall have given soft copies of all above documents for client/EPI's reference and record.

5.1.9 The Associate Consultant will be required to give a "Time Schedule" in consultation with EPI, for timely completion of consultancy works within two weeks of issuance of LOI and this time schedule shall be deemed to form part of this agreement. This time schedule shall be in continuation to the time given in NIT. The Consultant shall complete the said works within this agreed timeschedule. 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 consequences of such variations extend the time allowed to EPI for the completion of the works. In which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

5.1.10 All design and drawing shall be property of EPI and/or client. The drawings shall be prepared in template and format of EPI. Drawing numbers shall be as per scheme adopted by EPI. Original of approved drawings in hard (required number of copies) and soft copy shall be provided by consultant within the quoted rate. The proprietary rights of design shall remain with EPI and/or client.

5.1.11 The Associate Consultant shall be fully responsible for revolting safe, economic, technically sound and correct design and shall ensure that the planning and designing of the works is carried out based on CPWD, state PWD, specificat, latest IS 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, conveyance system and services after completion. The bill of quantities and specifications shall be as per Odisha SOR, CPWD, EPNorms as desired by EPI and/or client.

5.1.12 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 specifications so as to ensure that the estimate approved by client at initial stages are not exceeded on completion of work. 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 these vendays from the date of notice issued by EPI in this regard. The Consultant shall also indemnify EPI for losses due to such defects in drawings/designs/specifications/estimates/other documents supplied by the Consultant subject to a maximum of the consultancy fees.

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

**Professional Liability Insurance**

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

5.1.14 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent, trade design or rights and he shall be fully responsible for consequence/ any action due to any such infringement. The Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

5.1.15 The statutory deduction of income tax, or other taxes/dues shall be made from the payment released to the Associate Consultant from time to time and same shall be deemed to be included in the Associate Consultant’s fees and nothing extra shall be payable to the associate consultant in this regard. All taxes including GST are included in the fee quoted.

5.1.16 The Associate Consultant shall get the structural design checked and vetted from reputed technical institute/ College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State/Central Universities before reissuing 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 drawing of the Associate Consultant by technical institutes as above shall not absolve the responsibility of the Associate Consultant.

5.1.17 This agreement may be terminated at any time by EPI upon **fifteen days** notice in writing being given to the Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the agreement. In case the agreement is terminated on account of the 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 fail to complete the work within the contract period or extended period mentioned in clause 5.1.11 above owing to reasons attributable to the Associate Consultant, liquidated damages @ 1% per week of the total fees payable shall be levied on the Associate Consultant. EPI shall be entitled to deduct such damages from the due that may be payable to the Associate Consultant.
5.2.2 FORCMAJEURECLAUSE

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

6.0 JURISDICTION

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

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

For and on behalf of

M/s Engineering Projects (India) Ltd.

WITNESSES:

WITNESSES:
TENDER DOCUMENT

TENDER No: WRO/ CON/ RSCL/ 0248

Tender for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

VOLUME - III

PRICE BID
**PRICE BID**

**NAME OF WORK :** NIT for Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.

**NIT No.** WRO/CON/RSCL/0248  **DTD** 21.11.2019

Name of the bidder -

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Project cost</th>
<th>Lumpsum Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appointment of Architect cum Consultant for Construction of Command Control Centre, Convention Hall, Auditorium, Tribal Museum at ABD Area In Rourkela.</td>
<td>Rs. 90.00 Crs</td>
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<tr>
<td>2</td>
<td>GST %</td>
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<tr>
<td>3</td>
<td>GST VALUE</td>
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<tr>
<td>4</td>
<td>GRAND TOTAL INCLUDING ALL TAXES/GST</td>
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</table>

Note : Rates is to be quoted in this tender inclusive of all taxes and duties etc. including GST.