TENDER DOCUMENT

NIT No.: NRO/CON/NABARD-DDN/692 dated 24.02.2020

FOR

Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

Notice Inviting Tender (NIT), Special instructions to Bidders for e-Tendering, Letter of Undertaking, Bidder information, Form of tender, Performa of Bid security declaration, Integrity Pact, Memorandum, Agreement for Consultancy Services, Special Terms and Conditions, Price Bid.

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003
TEL NO: 011-24361666, FAX NO. 011-24363426
**ENGINEERING PROJECTS (INDIA) LTD.**  
(A Govt. of India Enterprise)  
Northern Regional Office,  
2nd Floor, Core-3, Scope Complex  
New Delhi-110003  

**NOTICE INVITING e-TENDER (NIT)**

**Tender No. NIT No.: NRO/CON/NABARD-DDN/692**  
**24.02.2020**

1.0 Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

Engineering Projects (India) Ltd. (EPI) on behalf of National Bank of Agriculture & Rural Development (NABARD) invites online offer on Combined Quality cum Cost Based System (CQCCBS) through e-tendering from eligible, reputed Architectural and Design Consultancy firms registered with the council of Architecture for Architectural Planning and Engineering Consultancy Services on behalf of NABARD. In two bid system (Technical & Price Bid) from eligible Consultancy firms for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Plot Area / Project Cost</th>
<th>Completion Period</th>
<th>EMD DEPOSIT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Providing Comprehensive Architectural &amp; Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture &amp; Rural Development (NABARD) at Dehradun, Uttarakhand.</td>
<td>Approximately 13,000 Sq. M area and Rs.47.00Cr (Excluding Taxes, Duties &amp; GST)</td>
<td>30 Month + 12 months Defect Liability Period</td>
<td>Rs. 94,000/- (Rupees ninety Four Thousand only)</td>
</tr>
</tbody>
</table>

The Brief scope of work in this NIT shall include (but not limited to) **Providing Comprehensive Architectural Consultancy & Technical Design Services including Geo-technical Investigation, soil investigation, Surveying work, Detailed Project Report (DPR), Conceptualization & Design Layout plan / drawings, detailed planning, designing & Engineering consultancy services, architectural & structural drawings, landscaping & external developments, designing & detailing of all services their drawings & approvals, MEP Works, preparation of technical specification, Bill of Quantities and tender documents, preparation of 3D Animated film with Bird view model, Obtaining all statutory**
approvals for designs & drawings & obtaining occupancy / completion certificates wherever applicable from concerned authorities.

2.0 Time schedule of tender activities:

(i) Last Date & Time for Downloading of tender documents: 24.02.2020 upto 05:30 PM.

(ii) Last Date & Time of online submission of Tenders on or before: On or before 16.03.2020 up to 02:00 PM.

(iii) Date & Time of online opening of tender (Techno-Commercial Bid): On 16.03.2020 at 03:00 PM.

In case of any unscheduled holiday taking place on the last day of issue of tender/submission of tender the next working day shall be treated as the scheduled time and day of issue of tenders/submission of tenders.

Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 24.02.2020, 05:30PM 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 + 900= Rs. 5900/- (including 18% GST) as non-refundable document fees in the form of demand draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi.


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

3.0 Minimum Eligibility Criteria:

i. The Similar Works means “Consultancy for Architectural & Engineering Consultancy Services, planning & Technical design for construction of high rise Residential building works of minimum Built-up area of 13000 sq.m. for Government Organizations / Semi Government Organizations/State Government Public Works Department /Central Government/PublicSectorUndertakings/AutonomousBodies/MunicipalBodies eligibility of the Public Limited Companies/Non-government organizations

The technically and financially sound Consultancy firms who fulfill the following basic requirements are eligible to participate in this tender:

a) i. Should have successfully completed following “similar works” during the last 7 (Seven) years by the end of the month prior to the date of NIT:

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

OR

Two similar completed works each costing (construction cost) not less than amount equal to 60% of the estimated project cost for consultancy work.
OR

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

The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager.

b) Should have Average Annual Financial Turnover on “Consultancy Services” at least Rs. 50 Lac in the last three years ending 31.03.2019, duly certified by a Chartered Accountant.

c) Net worth of the bidder should be positive.

d) Should not have incurred any loss in more than two years consequently during the immediate last five financial years ending 31.03.2019. Copies of balance sheet/certificate from Chartered Accountant to be submitted.

e) Should have registered with Council of Architecture (COA).

f) The Firms must not be blacklisted or debarred by any Organization at time of submission of bid and no work awarded to Firms should have been terminated during last 07 years on the ground of unsatisfactory performance. The Firms are required to submit under taking in this regard.

g) JV / Consortium are not allowed.

h) Should have valid Permanent Account Number of Income Tax.

i) Should have valid GST Registration number.

j) Agency must have atleast one Director or Partners / Proprietor as Architect with valid registration from Council of Architecture as per the order of Hon’ble Supreme Court of India order with at least 20 years of experience.

k) The Architectural / Consultant firm require furnishing details of Skilled and Trained Manpower including Engineers, Architects and Technical Staff employed and details of various Software and Hardware available with consultant.

l) 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 self declaration certificate in this regards.

m) The experience certificates issued by Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies eligibility of the Public Limited Companies / Non-government organizations shall be accepted for assessing the eligibility of tender.

n) However, the certificates issued by a Public Limited Company / Non-governmental Organization must be supported by TDS certificates in support of value of work done by the tenderer.
o) If any credentials submitted by bidder are found false/fraud, the bidder shall be debarred from future tender of EPI, besides rejection of bid.

p) Agency must have its own full fledged office preferably in Delhi/NCR/Dehradun

q) Bidder should submit the Power of Attorney to sign the tender documents, Tender Fees & EMD, Affidavit as Annexure-A-1 & Annexure-A-2 (format enclosed with this NIT) on Rs. 100/- non-judicial stamp paper and Bid capacity Form must be submitted in physical form at the address given below on or before Last date and time of online bid submission.

r) Bidder 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 envelope –1 i.e. Techno- commercial part and a request letter for exemption from submission of tender fee and EMD.

s) 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 in this regard should be issued by Officer not below the rank of Executive Engineer/Project Manager/Unit Officer.

t) Bidder has to submit (Original) Demand Draft of Rs. 5900/- inclusive of GST @18% as tender fee (non refundable) in the name of “Engineering Projects (India) Ltd.” payable at New Delhi in close envelope last Date & Time of online submission of Tenders.

u) The bid must be accompanied by an Earnest Money Deposit (EMD) (Original) of Rs. 94,000/- (Rupees Ninety Four Thousand only). This can be either in the form of Crossed Demand Draft or Pay Order only of any Nationalized Bank/Scheduled Bank for the full amount of EMD favoring “Engineering Projects (India) Ltd.” payable at New Delhi. 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. This EMD shall be refunded to all unsuccessful bidders. In case of successful bidder same can be refunded after receipt of full 5% of BG.

v) Agency shall obtain the relevant certificate of minimum four star rating for at least one of the high rise Residential building works for Government Organizations / Semi Government Organizations / State Government Public Works Department / Central Government / Public Sector Undertakings / Autonomous Bodies/ Municipal Bodies eligibility of the Public Limited Companies / Non-government organizations. As per current applicable norms, the agency shall ensure that minimum GRIHA – 4 rating is achieved for subject work.
The detail of scope is briefly given below but not limited to:

1) Topographical survey and Preparation of plans before taking up detailed engineering as per local authorities bylaws.

2) Geo–Tech investigations are essentially required for High rise residential Building. Geo-Tech investigation may be taken up as per the site requirement.

3) Finalization of Conceptual Plan after Topographical survey & geotechnical investigation.

4) Architectural, structural designs & drawings as per the scope of work and approved concept plan and their approval as per bylaws of local Authority. Drawings and proof checking wherever applicable from any IIT’s of India.

5) Preparation of services drawings i.e. STP, plumbing, water supply, sewerage system, storm water drainage, Rain water harvesting & other external work etc.

6) Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the complex under construction including CCTV work and enhancement of electrical load with existing load in the existing terminals.

7) Planning and designing Air-Conditioning for various buildings, wherever required.

8) Planning and designing fire fighting system for various buildings, wherever required.

9) Preparation of detailed estimates, BOQ, tender drawings, tender documents along with tender conditions, specifications and their approvals for calling tenders.

10) Issue of Eight sets of “Good for Construction” working / detailed drawings for execution of works (including Clause No. 11).

11) Revision of the drawings, if required due to site conditions or changes in site location requiring re-preparation/revision of proposal/drawings, etc.

12) Consultant to obtain statutory approvals/ sanctions for New Residential Building from the relevant authorities such as local Development Authority, Municipal Corporations, State Govt., Railways, Electricity Board, PWD, Revenue Department, Fire Department, Forest Department, Local Authorities, etc. wherever required and also shall coordinate and file all papers /applications (wherever required, EPI/NABARD officials will sign relevant papers). All the administrative support will be provided by EPI/NABARD. However, it is assumed that the consultant will have constant chasing / follow up with the concerned department.

13) Consultant to obtain various approvals required for sewer connection, water connection, electric connection, etc, wherever required and coordinate and file all papers / applications (wherever required, EPI/NABARD officials will sign relevant papers).

14) Necessary statutory or approval charges shall be reimbursed on submission of relevant documents to EPI/ Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.
15) Consultant to obtain approvals from Forest Department for tree cutting, wherever required. EPIL shall coordinate & file all papers/applications (wherever required, EPI/NABARD officials will sign relevant papers).

16) Consultant to obtain pollution clearance, wherever required. EPIL shall coordinate and file all papers/applications (wherever required, EPI/NABARD officials will sign relevant papers).

17) Consultant shall prepare Pre Feasibility Report (PFR) and Detailed Project Report (DPR) for the projects, in consultation with EPI/NABARD, wherever required for the in-principle approval of the project. Consultant shall assist EPI/NABARD in obtaining approval from Railways and other statutory authorities. Relevant data and document support required for the purpose wherever available with EPI/NABARD shall be promptly supplied by EPI/NABARD. Consultant shall coordinate and file all papers/applications (wherever required, EPI/NABARD officials will sign relevant papers) including revisions if any.

18) Consultant shall do Environmental Impact Assessment (EIA), wherever required. Consultant will study and prepare environmental management / mitigation plans if required. The statutory fee and/or charges levied by the Government shall be separately payable as per actual charges. Consultant will obtain the environmental clearance from the State/Central Government, depending on the category of the project, for which all technical clarifications and details, as desired by authorities will be provided and followed up as per formats of Statutory Authorities by Consultant. EPI/NABARD shall render and furnish necessary support wherever available and required within their purview.

19) Inspection and evaluation of Constructions works with reference to design and drawings will be on regular basis till completion of project.

20) Visit the site of work at regular intervals and where necessary clarify, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance to design and render advice on actions, if required.

21) Prepare and submit completion reports and drawings for the project as required and obtain “NOC/Completion/Occupancy Certificate” from statutory authorities, wherever required.

22) Issue four set of as built drawings including services and structures one set also in soft copy.

23) No extra payment will be paid if any alteration is required by EPI/NABARD in design & drawing at any point of time.

24) Consultant shall be responsible for Preparation of Extra / deviated / substituted items analysis with justification, during execution of said work from time to time if any.

25) The consultant shall be associated till expiry of 12 months of Defect Liability Period after the completion & handing over of the project and obtain completion certificate from the concerned local bodies and Client NABARD.

26) Professional liability insurance (PLI) of the project is in the scope of consultant and charges of the same shall be included in the fee quoted by the consultant.
Bidder should sign the Integrity pact on Rs100/- stamp paper duly notarized (Format attached with said NIT).

Note: The approved Conceptual Plan & detailed design, drawings will be copyright of EPI/NABARD and it cannot be represented anywhere in future by Architect / Consultant.

The online bid proposals should be in two parts:

(i) The Technical Bid, which should contain the Design Proposal and other document required as per the terms & conditions of this NIT.
(ii) The Financial Bid which should be as per the format given. The amount must be expressed in terms of percentage of the project cost.

The site allotted for the proposed Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

TAXES AND DUTIES:

The Bidder must be registered with GST in Uttarakhand state and should have valid GST number. In case the bidder does not have valid GST registration number, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

The Bidder must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount including interest and penalty if any shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

The Bidders are requested to update/ upload the GST/Taxes 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.

Rates to be quoted in this tender shall be inclusive of all applicable taxes & duties and GST etc. Taxes are to be disclosed separately in Price Bid /BOQ.

Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

Price bid formats shall indicate “inclusive of all taxes and duties including GST.

In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of bid submission or afterwards, the contractor shall pass on the benefit to EPI immediately, failing which EPI shall have the right to recover the differential amount from the amounts due to the sub-Bidder. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid / reimbursed to the sub- contractor, subject to the condition that the client reimburses the said increased taxes to EPI”.

4.0 Evaluation:

4.1 The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the NIT. In the first stage of evaluation, a
A proposal shall be rejected if it is found deficient as per the requirement indicated in the NIT for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information/documents as asked for in clause 3 of this NIT.

### 4.2 Technical Bid Evaluation (Stage–I)

Marks system for the evaluation is as under:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Max. (70Marks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Work Experience: Experience of Architectural Planning and Engineering Consultancy Services works for High Rise Residential Building for Govt. / Public / Private organization of Rs. 38 Crore value</td>
<td>25 Marks</td>
</tr>
<tr>
<td>1.1</td>
<td>Achieving minimum eligibility criteria of NIT.</td>
<td>5</td>
</tr>
<tr>
<td>1.2</td>
<td>Twice the minimum eligibility criteria.</td>
<td>5</td>
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<tr>
<td>1.3</td>
<td>Having experience of Residential Building Campus with Built up area not less than 15,000 sqm</td>
<td>5</td>
</tr>
<tr>
<td>1.4</td>
<td>Having completed Govt. Residential Housing Projects at Uttarakhand of Rs. 38 Crore and above</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Financial Strength – Minimum eligibility criteria – Average annual financial turnover for last three financial years.</td>
<td>20 Marks</td>
</tr>
<tr>
<td>2.1</td>
<td>Average annual financial turnover of Rs. 50.00 Lac – Rs. 75.00 Lac</td>
<td>5</td>
</tr>
<tr>
<td>2.2</td>
<td>Average annual financial turnover of Rs. 75.00 Cr - Rs. 1.00 Cr.</td>
<td>5</td>
</tr>
<tr>
<td>2.3</td>
<td>Average annual financial turnover of Rs. 1.00 Cr. &amp; above</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Manpower (to be supported with CVs)</td>
<td>10 Marks</td>
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<tr>
<td>3.1</td>
<td>One of the Director / Partner / Proprietor of company should be registered with ‘Council of Architecture’ &amp; should have B.Arch with Minimum 20 years of experience including 15 years of work experience in the Consultancy and registered with Council of Architecture</td>
<td>5</td>
</tr>
<tr>
<td>3.2</td>
<td>Project Architect : B.Arch with Minimum 10 years of experience including 05 years of work experience in the Consultancy and registered with Council of Architecture</td>
<td>1</td>
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<tr>
<td>3.3</td>
<td>Structural Engineer: B.Tech &amp; M.Tech with minimum 20 year work experience in Structural Engineering.</td>
<td>1</td>
</tr>
<tr>
<td>3.4</td>
<td>Graduate Mechanical / Electrical / Plumbing (MEP) Engineers with atleast 10 years work experience Graduate Mechanical – 1 Mark, Graduate Electrical – 1 Mark, Graduate Plumbing (Civil / Mechanical) Engineer – 1 Mark</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>GREEN BUILDING EXPERIENCE: Experience in designing buildings with Green Building Concept and Building Project obtained minimum 4 Star rating as per GRIHA norms during the last seven years.</td>
<td>15 Marks</td>
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**Total Marks (Sr. No. - 1+2+3+4)** 70 Marks
Note: It is mandatory for the Consultant to have in house capability in Architectural and Structural Design. In house capabilities in the other specialized fields is preferred but, if not available in house, the Consultant can associate with specialist consultants in these fields.

Note: Proof is to be attached.

**Design Concept Presentation (Stage–II) Max. (Marks- 30):**

Under this stage, the Architect firm /Consultant shall be invited for participating in the design concept Competition by the way of presentation before the Committee constituted for the purpose by EPI.

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

The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out.

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

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

### Evaluation Criteria of the Presentation. Max. (30 Marks)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Marks</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>Vision &amp; Concept Plan</td>
<td>10</td>
</tr>
<tr>
<td>B</td>
<td>3D presentation</td>
<td>10</td>
</tr>
<tr>
<td>C</td>
<td>Methodology &amp; Work Completion Schedule</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total Marks (A+B+C)</strong></td>
<td><strong>30</strong></td>
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*Note-Kindly attach the proof.

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

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

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

Selection of the consultants shall be subject to verification of their credential.
4.3 Evaluation shall be made under Combined Quality cum Cost Based System (CQCCBS). Under CQCCBS, the technical proposals will be allotted weightage of **70%** and only Bidder securing a minimum of 60% marks in technical evaluation (stage I & II) shall be considered technically qualified. Financial proposals of only those firms who are technically qualified shall be opened publically on the date & time specified to be notified, in the presence of the bidder representative who choose to attend bidder and their financial proposal shall be read aloud. Financial proposals will be allotted weightage of **30%**.

4.4 Proposal with the lowest cost will be given a financial score of 100 (i.e. full 30 marks) and other proposals will be given financial score that are inversely proportional to their prices.

4.5 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

4.6 **Highest Points basis**: On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In case H-1 bidder withdraws, second highest bidder H-2 will be considered.

**For Example:**
Let’s say there are 3 pre-qualified bidders: A, B & C
Technical Score of bidders after evaluation of technical criteria:
A = 70, B= 80 & C= 90

Say the % Consultancy Services Fee in the financial proposals of bidders are as under:
A= 7%, B= 5% & C= 6%
The financial score is given as per the formula: (Lowest % Consultancy Services Fee against the % Consultancy Services Fee of the bidder) X 100
Financial Score of A= (5/7) X 100 = 71.4 % of marks 30
Financial Score of B= (5/5) X 100 = 100% of marks 30
Financial Score of C= (5/6) X 100 = 83.3 % of marks 30

Final Combined Technical and Financial Score of the bidders is as per the formula:

(Technical Score X 0.70 )+ (Financial Score X 0.30)
Bidder A= (70 X 0.70) + (71.4% X 30) = 70.42 -- H3
Bidder B= (80 X 0.70) + (100% X 30) = 86.00 --- H2
Bidder C= (90 X 0.70) + (83.3% X 30) = 87.99 --- H1

Hence Bidder C, with highest combined score shall be recommended for award.

5.0 Though an applicant may satisfy the eligibility criteria, EPI reserves the right for not to consider the tender if he has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

6.0 Tender documents comprising of the following are available on the website of EPI: [www.engineeringprojects.com](http://www.engineeringprojects.com), CPP-Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in) and as well as on MSTC portal [https://www.mstcecommerce.com/eprochome/EPIL](https://www.mstcecommerce.com/eprochome/EPIL).
i) Notice Inviting Tender (NIT), Special instructions to Bidders for e-Tendering, Letter of Undertaking, Bidder Information, Form of tender, Performa of Bid security declaration, Integrity Pact, Special Terms and Conditions.

ii) Annexure-I: Memorandum.

iii) Annexure-II: Agreement for Consultancy Services

iv) Annexure– III : Price Bid

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

8.0 Interested bidders have to necessarily register themselves on the portal https://www.mstcecommerce.com/eprochome/epil through M/s MSTC 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 MSTC Limited, New Delhi at following address to complete the registration formalities: DLI/C&E/WI-665/538R Page 3 of 5 M/s MSTC Limited, 30 / 31A, 1st Floor, Jeevan Vikas Bhawan, Asaf Ali Rd, New Delhi, Delhi-110006
Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850 Availability: 10 AM to 5:30 PM on all working days. Email-ID: mstcnro@mstcindia.co.in please mention “Helpdesk” as subject while sending emails. They may obtain further information regarding this tender from Dy. General Manager (Contracts) at the address given at Clause No. 15.0 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.mstcecommerce.com/eprochome/epil (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 MSTC Limited, New Delhi directly, as and when required, for which contact details are mentioned above. M/s Engineering Projects (India) Ltd. in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

9.0 E-Bids must be submitted / uploaded along with scanned copies of relevant documents pertaining to Clause no. No. 3.0 (a) to 3.0 (u) of NIT under Single Stage Two Envelope Bidding Procedure on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

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.

10.0 **Presentation by the Bidder:** A detailed presentation shall be made by the eligible bidder. The Date and time of the presentation will be intimated by email to the concerned Bidder.

11.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday falls 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.

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. 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 EPI reserves the right to accept / 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.

14.0 **All correspondence with regards to the above shall be to the following address (By Post/In Person)**

Addl. General Manager (PMD)
Engineering Projects (India) Ltd.
Northern Regional Office,
Core 3, SCOPE complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666, Extn: 2225
(M): 9797592365
E-mail - msg.khan@engineeringprojects.com
nrommd@engineeringprojects.com

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

Sh. Ajit Kumar, Sr. Manager (T)
Engineering Projects (India) Ltd.
Northern Regional Office,
Core 3, SCOPE complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666, Extn: 2228
(M): 8449262728
E-mail - ajit.kumar@engineeringprojects.com

For more information please visit EPI website at: http://www.engineeringprojects.com

For more information on the e-tender visit website of **M/s MSTC Limited, New Delhi at:** https://www.mstcecommerce.com/eprchome/EPIL

Dy. General Manager (Contracts)
Date: --.--.--.2020

***************
ANNEXURE-A-1

AFFIDAVIT

(To be typed on Rs. 100/- non-judicial stamp paper)

I/We ...........................................aged ..............years son of .........................................................do hereby solemnly affirm and declare as follows for and on behalf of the Firm:

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total Days)</th>
<th>Work to be completed in 30 Months (NIT Completion period) (Rs)</th>
</tr>
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</table>

Balance Commitments during 30 Months as per NIT Rs

It is certify that the above particulars furnished are true and correct. If any information given is found to be concealed at a later date, the Contract will be terminated forthwith without prejudice to the rights thereon consequent on termination and the bidder will be blacklisted. I/We agree for debarring tendering for one year if any facts are suppressed.

SIGN AND STAMP OF BIDDER

Signature of Notary Public
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 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)
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. Safes crypt
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:
3. On clicking the button, a new window will open as shown below:

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:

For other browsers please install the extension as applicable.

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

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
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.

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

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:

   General Manager (MMD-Contracts)
   Engineering Projects (India) Ltd.
   Core 3, scope complex, Lodhi Road
   New Delhi 110003.
   Tel No. – 011-24361666, Extn: 2313, 2301, Fax No. – 011-24363426
   E-mail - nrommd@engineeringprojects.com
For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

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

<table>
<thead>
<tr>
<th>Email</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></td>
<td></td>
</tr>
</tbody>
</table>

Please mention “Helpdesk” as subject while sending emails

<table>
<thead>
<tr>
<th>Availability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10 AM to 5:30 PM on all working days.</td>
<td></td>
</tr>
</tbody>
</table>
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONG WITH EMD)
(TO BE TYPED ON LETTER HEAD)

To,
Dy. General Manager (Contracts)
Engineering Projects (India) Ltd.
Northern Region Office, 2nd Floor
Core 3, SCOPE Complex, Lodhi Road
New Delhi 110003

Sub: Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

REF.: NIT No.: NRO/CON/NABARD-DDN/692 dtd24.02.2020

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 us by ENGINEERING PROJECTS (INDIA) LIMITED and we hereby unconditionally accept the tender conditions and Tender Documents in its entirely for the above work.

2. The contents of clause1.2 and1.3 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 remarks(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”, We agree that our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy beat liberty to forfeit the full said Earnest Money absolutely.

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

Yours faithfully,

Authorized Signatory

Seal of Tenderer

Dated:........................
## Bidders Information

<table>
<thead>
<tr>
<th><strong>Company Name</strong>*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registration Number</strong>*</td>
<td></td>
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<tr>
<td><strong>Registered Address</strong>*</td>
<td></td>
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<tr>
<td><strong>Name of Partners/Directors</strong></td>
<td></td>
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<tr>
<td><strong>Bidder type</strong>*</td>
<td></td>
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<tr>
<td>Indian/Foreign</td>
<td></td>
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<tr>
<td><strong>City</strong>*</td>
<td></td>
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<tr>
<td><strong>State</strong>*</td>
<td></td>
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<tr>
<td><strong>Country</strong>*</td>
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<tr>
<td><strong>Postal code</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>PAN/TAN/GST 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>
<tr>
<td><strong>Company’s Establishment Year</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Company’s Nature of business</strong>*</td>
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<tr>
<td><strong>Company’s Legal status</strong>*</td>
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<tr>
<td>Limited company/</td>
<td></td>
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<tr>
<td>Undertaking/Joint venture/Partnership/others</td>
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<tr>
<td><strong>Company Category</strong>*</td>
<td></td>
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<tr>
<td>Micro unit as per MSME/</td>
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<tr>
<td>Small unit as per MSME/</td>
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<tr>
<td>Medium unit as per MSME/</td>
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<tr>
<td>Ancillary unit/Project of affected person of this company/SSI/others</td>
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<tr>
<td><strong>Contact Details</strong></td>
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<td>---------------------</td>
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<tr>
<td>Enter Company's Contact Person Details</td>
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<tr>
<td><strong>Title</strong> *</td>
<td></td>
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<tr>
<td>Mr./Mrs./Dr./Shree/Ms</td>
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<tr>
<td><strong>Contact Name</strong></td>
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<tr>
<td><strong>Date of Birth</strong> * (DD/MM/YYYY)</td>
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<tr>
<td><strong>Correspondence Email</strong> *</td>
<td>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</td>
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<tr>
<td><strong>Designation</strong></td>
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<tr>
<td><strong>Phone</strong> *</td>
<td>(Phone details e.g: +91 044 22272449)</td>
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<tr>
<td><strong>Mobile</strong></td>
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<tr>
<td>BANKER DETAILS</td>
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<td><strong>PAN NO</strong></td>
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<td><strong>GST NO</strong></td>
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<td><strong>ACTIVE BANK A/C DETAILS</strong></td>
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<td><strong>A/C NO</strong></td>
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<td><strong>A/C TYPE</strong></td>
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<tr>
<td><strong>BRANCH ADDRESS</strong></td>
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<td><strong>IFSC</strong></td>
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* Mandatory information (must be filled by the bidders)
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

To,

Dy. General Manager (Contracts)
Engineering Projects (India) Ltd.
Northern Region Office, 2nd Floor
Core 3, SCOPE Complex, Lodhi Road
New Delhi 110003.

Sub: Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

REF No.: NIT No.: NRO/CON/NABARD-DDN/692 dtd 24.02.2020

1. 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 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 work in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by us is the essence of the contract. 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 work 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 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 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. We agree to pay the Earnest Money, 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, We agree to abide by and fulfill all terms and conditions referred to above and as conditioned 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. 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”.

6. If we fail to commence the work within 10 days of the date of issue of Letter of intent and/or We fail to sign the agreement and/or We fail to submit Security Deposit cum Performance
Guarantee, 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. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the ……………………………day of ________________________________

SIGNATURE OF TENDERER  ______________________________________

NAME (CAPITAL LETTERS):________________________________________

OCCUPATION  ____________________________________________________

ADDRESS  ________________________________________________________

______________________________________________________________

SEAL OF TENDERER
ANNEXURE –A

Performa of Bid Security Declaration
(To be submitted by bidder on its Company Letter Head)

It is here by submitted that if I/We ------------------- (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We ------------------- (Name of bidder/firm/company) are awarded the contract and I/We ------------------- (Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We ------------------- (Name of bidder/firm/company) will be suspended to take part in EPIL's tendering process for the period of two years from the date of occurrence of the above mentioned default.

Date:

Authorized Signatory
Name & Seal
INTEGRITY PACT

Between

Engineering Projects (India) Ltd. (EPI) hereinafter referred to as “The Principal”,

And

………………………………………………….. hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for …………………………… The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.
2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / contractor(s)

1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines
all the payments made to the Indian agent / representative have to be in Indian Rupees only.

e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3  - Disqualification from tender process and execution from further contracts

(1) If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or to terminate the contract, if already signed for such reason.

(2) If the Bidder/ Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
Section 4 - Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors / subcontractors

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors the commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has
Section 8 - Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, EPI.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is application to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

4) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the independent External Monitor shall give an opportunity to the Bidder/ Contractor to present its case before making its recommendations to the Principal.

5) The Monitor will submit a written report to the Chairman EPI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and
should the occasion arise, submit proposals for correcting problematic situations.

6) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the EPI Board.

7) If the Monitor has reported to the Chairman EPI, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman EPI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8) The word “Monitor” would include both singular and plural.

9) Independent External Monitor shall be required to maintain confidentially of the information acquired and gathered during their tenure/ role as independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.

10) Independent External Monitor(s) shall be required to furnish an Undertaking and disclose before taking any assignment that he/ she has no interest in the matter or connected with the party (Bidder/ Contractor) in any manner.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contactor 12 months after the last payment under the contract, and for tall other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of EPI.

Section 10 - Other provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)    (For & On behalf of Bidder / Contractor)

(Office Seal)       (Office Seal)

Place ---------------
Date ---------------

Witness 1 :
(Name & Address)  ----------------------------------
                        ----------------------------------
                        ----------------------------------

Witness 2 :
(Name & Address)  ----------------------------------
                        ----------------------------------
                        ----------------------------------
MEMORANDUM

1.0 Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttarakhand.

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Client</td>
<td></td>
<td>National Bank of Agriculture &amp; Rural Development (NABARD)</td>
</tr>
<tr>
<td>4.</td>
<td>Cost of Project</td>
<td></td>
<td>Approximately 13,000 Sq. M area and Rs. 47.00Cr (Excluding Taxes, Duties &amp; GST)</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Fee</td>
<td></td>
<td>Rs. 5000/- plus GST @ 18% i.e. Rs. 5900/- only (non refundable)</td>
</tr>
<tr>
<td>6.</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs. 94,000/- (Rupees ninety Four Thousand only) shall be refunded to un-successful bidders</td>
</tr>
<tr>
<td>7.</td>
<td>Performance Bank Guarantee</td>
<td>9.0</td>
<td>5% of Work Order value in the form of Bank Guarantee from Nationalized Bank having validity till completion and handing over of the project shall be submitted within 10 days from the date of issue of LOI.</td>
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<tr>
<td>8.</td>
<td>Retention Money</td>
<td>10.0</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>5% of the fees payable to consultant shall be retained from the RA bills and shall be released after the defect liability period and statutory approval.</td>
<td></td>
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<tr>
<td>9.</td>
<td>Completion Time</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>30 Month + 12 months Defect Liability Period</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Design Parameters</td>
<td>:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The design should be based on National Buildings Code of India (NBC) and shall confirm to all Bureau of Indian Standards (BIS) codes for various services and also shall comply with the requirements of Local Municipality and Development Regulations of Local Development Authority and <strong>CPWD DSR 2019</strong></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Type of Bid submission</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price Bid in Combined Quality cum Cost Based System (CQCCBS)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Bid validity</td>
<td>4.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>90 days from date of opening of Price Bid</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 Months from the date of completion &amp; taking over of works.</td>
<td></td>
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<tr>
<td>14.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Courts in Delhi / New Delhi</td>
<td></td>
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<tr>
<td>15.</td>
<td>Mobilization Advance for the project</td>
<td>8.0</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

**NAME (CAPITAL LETTERS):**

____________________________________

**OCCUPATION:**

____________________________________

**ADDRESS**

____________________________________

____________________________________

**SEAL OF BIDDER**
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi on ......................... day of ................................. between the **Engineering Projects (India) Limited (EPI)**, having its Registered Office at Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “EPI” which expression shall include its successor and assigns) of one part and M/s................................................................. 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 Construction of Building for Residential Staff quarters for National Bank of Agriculture & Rural Development (NABARD) at Dehradun, Uttrakhand. at Dehradun, Uttrakhand (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. **Chief General Manager** National Bank of Agriculture & Rural Development (NABARD) shall be referred to as “Client” in this agreement. Now this agreement witness as under:

2.0.0 **Scope of Work**

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

Providing Comprehensive Architectural Consultancy & Technical Design Services including Geo-technical Investigation, soil investigation, Surveying work, Detailed Project Report (DPR), Conceptualization & Design Layout plan / drawings, detailed planning, designing & Engineering consultancy services, architectural & structural drawings, landscaping & external developments, designing & detailing of all services their drawings & approvals, MEP Works, preparation of technical specification, Bill of Quantities and tender documents, preparation of 3D Animated film with Bird view model, Obtaining all statutory approvals for designs & drawings & obtaining occupancy / completion certificates. Wherever applicable from concerned authorities.

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 conduct detailed Topographical survey & the survey of all existing services and other structure existing in and around the site using total stations and GPS. The surveyed reference points shall be transferred on to the ground as under:

Bench Mark / Reference pillar of size 15 cm X 15 cm X 45 cm shall be cast in RCC of grade M 15 with a nail fixed in the centre of the top surface. The reference pillar shall be embedded in concrete up to a depth of 30 cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The Bench Mark Pillar/ Reference Pillar shall be provided as per requirement.

To conduct Geotechnical Investigation, subsoil exploration and soil investigation for the site of the Project as necessary for design of the works in line with the relevant codes and conduct all relevant field & laboratory test on soil and rock samples.

2.1.2 i) concept design proposal.


iii) The Associate Consultant shall prepare necessary models & walk through presentation, in connection with approvals of scheme prepared by them.

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 & Detailed ‘Cost Estimates’ along with Analysis of Rates, supporting documents etc. indicating specifications to be adopted for each and every building/ structure / equipment facilities etc. including internal & external services complete and including getting necessary approvals from client and Statutory Bodies wherever required.

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

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 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
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 proposed buildings 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 ln-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.

2.1.14 After obtaining statutory approval from various local authorities. However any fees paid for obtaining statutory approval shall be reimbursed on submission of documentary proof.

3.0.0 Payment of Consultancy Fees

For the consultancy Services as per scope in the agreement. .............% (...........percent only including GST) of the completion cost of works for which Associate Consultant has tendered the services and as paid to EPI by client or final estimated cost of the works, whichever is lower, (excluding on EPI’s agency charges, GST, Contingencies, in both the
4.0.0 **Mode of Payment**

The payment shall be released to the associate consultant as per below:-

1) 5% of the Fees would become due upon finalization of designs, drawings and price estimates of the proposed building.

2) 10% of the Fees would become due upon receipt of all approvals and clearances from Govt. / Local Authorities for construction of the proposed building.

3) 5% of the Fees would become due upon finalization, selection and signing of contract with “contractor” for the construction of building OR start of ‘building period’, whichever is later.

4) Next 70% of the Fees would be paid to the Associate Consultants in a quarterly manner after the start of the ‘building period’ and will become due at the end of respective quarter proportionate to financial progress based on project cost.

5) Next 5% of the Fees would become due to the Associate Consultants upon acceptance of the project/taking over the Building(s) by the Bank.

6) Next 5% of the service charges would become due to the Associate Consultants after removal of all defects during defects liability period.

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.

**TERMS AND CONDITIONS**

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

4.1.2 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.

4.1.3 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor or approved estimated cost (excluding EPI’s agency charges, GST, contingencies), whichever is lower. The value of work awarded to the contractor is not known as the work has not yet been awarded.

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 if delayed by client or project is not sanctioned to EPI.

4.1.4 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.

4.1.5 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of structural drawings / 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.

4.1.6 PAYMENT TOWARDS VISITS

All expenses for visits performed by the associate Consultant in connection with planning, designing, detailing, obtaining approval from NABARD/ EPI Statutory bodies till the stage of approval of “Good for Construction drawings” visits to site during construction and beyond completion till DLP period, as an when require till 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.

4.1.7 The Associate Consultant shall prepare necessary models, in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model & 3D animated walk through presentation is included in fees mentioned in para 3.0.0 and shall not be paid extra.

4.1.8 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.

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

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

ii) Eight sets of preliminary drawings, measurement sheets and estimates to be submitted to client.
iii) Eight sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any.

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

v) Eight 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) Eight 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.

4.1.10 The Associate Consultant will be required to give a “Time Schedule” in consultation with EPI for timely completion of consultancy works within two weeks of issuance of LOI and this time schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

4.1.11 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.

4.1.12 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on CPWD, state PWD, Specification, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per National Buildings Code of India (NBC), CPWD, EPI norms as desired by EPI and / or client.

4.1.13 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 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.

4.1.14 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 parameter as considered by Associate Consultant during the
preliminary project report stage remains unchanged. In case there is a major change in basic
parameters, which could affect the quantities, the Associate Consultant will revise the design and
find ways and means of completing the project within the cost as approved by the client at the
sanction stage. Final decision in this matter will be taken as per discussions between EPI and
Associate Consultant at that stage. Nothing extra shall be payable to the Associate Consultants in
this regard and same is deemed to be included within the fee agreed by Associate Consultant in
para 3.0.0.

4.1.15 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.

4.1.16 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.

4.1.17 The Associate Consultant shall get the structural design checked & vetted from reputed
technical Institute / College viz any NIT, IIT, 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.

4.1.18 Taxes and duties

1. The bidder/ contractor must be registered with GST and should have valid GSTIN number.

2. The bidder/contractor must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

3. The bidders/ contractor are requested to update/ upload the GST/Taxes 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.

4. Rates to be quoted in this tender all inclusive with all taxes and duties etc. including GST.

5. Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

4.1.19 Insurance

Associates consultant has to take professional liability insurance policy(PLI).

4.1.20 TERMINATION

This agreement may be terminated at any time by EPI upon giving one month 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.

4.1.21 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 4.1.10 above owing to reasons attributable to Associate Consultant, liquidated damages @ 0.1% of Fees charges for balance work for each month of delay subject to maximum of 5% of approved project cost.

4.1.22 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.
5.0 JURISDICTION

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

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

For and on behalf of

For and on behalf of

M/s Engineering Projects (I) Ltd.

WITNESSES:

WITNESSES:
Special Terms and Conditions:

1. Then Associate Consultant shall be fully responsible for the structural safety of the building against seismic forces and follow the relevant BIS Code in this respect. Latest methods of design of high rise structures shall have to be followed in deciding the structural frames of the building. Wind actions, sea impact etc. shall also be considered, if found necessary to conform to the requirements of BIS Code.

2. The Associate Consultant will make its best endeavor to reduce the cost of construction by any change of specification, method of construction, value of engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the approval of the Bank without affecting/prejudicing or endangering in any way the safety or security of the building constructed by the Associate Consultant.

3. The Associate Consultant shall be responsible for proper structure, structural safety, quality, workmanship, functioning and liability of the building constructed including all equipment, machines etc. installed for a period of twelve months from the date of acceptance.

4. The Associate Consultant shall follow the latest standard CPWD specifications and the latest BIS specifications and codes of practices as applicable. The Associate Consultant shall follow the GRIHA rating system as per DPE circular No- DPE/13(2)/10-Fin. Dated- _____ and further circulars of Government of India and ensure that the building meets the minimum requirement as per norms and meets the higher norms/rating as decided by Bank as per norms.

5. The Associate Consultant shall obtain the relevant certificate of rating for the project. As per current applicable norms, the Associate Consultant shall ensure that minimum GRIHA-4 rating is achieved for the project. The expenditure incurred by Associate Consultant for this purpose will be reimbursed by Bank on production of necessary documents, which will be in addition to the service charges.
Engineering Projects (India) Ltd.  
(A Govt. of India Enterprise)

Tender No. NIT No.: NRO/CON/NABARD-DDN/692  
24.02.2020

PRICE BID
(Envelop-2)

Name of Bidder: .................................................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Consultancy Services fee to be quoted in %age of the estimated cost* of works. (in figures)</th>
<th>Consultancy Services fee to be quoted in %age of the estimated cost* of works. (in words)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Consultancy / Professional Fee for “Providing Comprehensive Architectural &amp; Technical Design Services including Geo-technical investigation, soil investigation, surveying work for Construction of Building for Residential Staff quarters for National Bank of Agriculture &amp; Rural Development (NABARD) at Dehradun, Uttarakhand as per Scope of Work and terms &amp; conditions as specified in the tender documents / Agreement for Consultancy Services.</td>
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Note:

* Quoted rates shall be Inclusive of all taxes, duties & GST.

SEAL & SIGNATURE OF BIDDER