TENDER DOCUMENT

e-TENDER No: ERO/CON/DMF/1150

Tender for "Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme".

VOLUME - I

NIT, Proforma for Affidavit, Bidders Information, Memorandum, Form of Tender, Letter of Undertaking, Proforma for Bank Guarantee towards EMD, Proforma for Security Deposit cum Performance Bank Guarantee, Instruction to Tenderer (ITT), Addendum To ITT, Special Instructions to Bidder for e-Tendering.
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NOTICE INVITING E- TENDER

Tender for Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme".

Engineering Projects (India) Limited, EPI has been appointed as Project Management Consultant by District Collector and Magistrate, Sundergarh District, Odisha, (herein after called 'Client') for Construction, Improvement, Widening & strengthening of various roads in the District of Sundergarh, Odisha under DMF Scheme (hereinafter referred to as the 'Project').

EPI intends to appoint Associate consultant to avail Survey, Soil Investigation, Design, Engineering and Consultancy services from eligible Design Engineering consultants and therefore open e-tender is being invited.

1. Offers are invited from Engineering Consultancy firms for appointment as Associate consultant for Survey, Soil Investigation and Design Engineering consultancy services for the Project.

The name of the work and associated services are given below:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Approximate cost of Project for which Consultancy Services is Required</th>
<th>Estimated Cost of Architectural &amp; Engineering Consultancy</th>
<th>Completion Period</th>
<th>Earnest Money Deposit</th>
<th>Tender Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey, Soil Investigation &amp; Design Engineering Consultancy services for the Project of &quot;Construction, Upgradation, Widening &amp; Strengthening of various road and bridge works in the Rajgangpur Block of Sundergarh district, Odisha under DMF Scheme</td>
<td>Rs. 56.00 Crore (Rupees Fifty Six Crore)</td>
<td>Rs. 28 Lakh</td>
<td>24 Months</td>
<td>Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a Bank Guarantee/Demand Draft from a Scheduled Bank in favour of &quot;Engineering Projects (India) Ltd.&quot; payable at &quot;Kolkata&quot;.</td>
<td>Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) Including GST @ 18%</td>
</tr>
</tbody>
</table>

The scope of the work is defined in the 'Agreement of Consultancy Services' in Volume II.
2. **Time schedule of Tender activities:**
   a. Last Date & Time for Online submission of tender documents: 26.05.2020 at 2:00 PM
   b. Last Date & Time of Offline submission of tenders (physical documents): 26.05.2020 at 2:30 PM
   c. Date & Time of online opening of tenders (Techno-Commercial Bid): 26.05.2020 at 4:00 PM

3. **Pre-bid Meeting:**
   i. A pre-bid meeting of the interested prospective bidders shall be convened on 18.05.2020 at 2:00 PM in the office of GM (Contract), ENGINEERING PROJECTS (INDIA) LIMITED, Eastern Regional Office, 9th Floor, Chowringhee Road, Kolkata - 700071.
   
   ii. The bidder is requested to communicate/submit queries in writing so as to reach this office not later than Three (3) days before the meeting, queries may be sent by hard copies or scan signed soft copy by e-mail. However, EPI has right to reserve to entertain the queries of any prospective bidder in later date if any, on merit basis.

4. **Eligibility criteria**
   
   a. The Consultant firm should have experience of successfully completed assignment of preparation of Detailed Project Report of rural/two/four/six lane projects of bituminous / concrete road works during the last 7 (seven) years ending 31.12.2019 should be either of the following:

   (i) Three similar completed works each costing not less than the amount equal to Rs. 22.40 Crore for which consultancy service rendered.

   OR

   (ii) Two similar completed works each costing not less than the amount equal to Rs. 33.60 Crore for which consultancy service rendered

   OR

   (iii) One similar completed works costing not less than the amount equal to Rs. 44.80 Crore for which consultancy service rendered

   b. 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


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

   e. Bidders must have average Annual Financial Turnover for last three (3) consecutive financial years ending 31.03.2019 from ‘Design & Engineering Services’ should not be less than Rs. 10.00 lakh.
f. Copies of Balance sheet / Certificate duly certified by Chartered Accountants for last three (3) years ending 31.03.2019 to be submitted.

g. The bidder should have qualified engineers with minimum ten (10) years of experience in the field of Road Design & Consultancy work.

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

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

j. Copies of valid GST Registration certificate, PAN, Income Tax Return and registration certificate etc are to be submitted.

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

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

5. Evaluation of the bidder

a. Bidders who qualify as per the eligibility criteria given above will be shortlisted based on the documentary credentials submitted by the bidder along with and Price bid of qualified bidder shall only be opened with prior intimation to the bidder.

b. Even though a bidder may satisfy the above requirements, he would be liable to disqualification if they have:

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

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

   Not submitted Tender Fee unless otherwise exempted as per condition of the tender

   Tenders are not submitted in prescribed format with supporting documents.

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

Signature of Bidder 5 Signature of EPI
6. Tenderer shall submit the following documents duly signed and stamped a part of technical bid online only.
   a. Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
   b. List of works executed during the last seven (7) years indicating name of the Client, value, date of start and completion along with completion certificate.
   c. List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
   d. CA certified audited balance sheets and profit and loss accounts along with schedules for the last 3 years.
   e. Copy of PAN Card
   f. Copy of GST Registration certificate
   g. Details of manpower available.
   h. Registration Certificate/Memorandum and Articles of Association/Partnership Deed/ Affidavit.
   i. Any other document as stipulated above and in 'Tender Documents'

7. Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP-Portal: www.eprocure.gov.in and as well as on https://www.mstcecommerce.com/eprochome/EPIL.
   a. Notice inviting tender & Instructions to Tenderer (ITT), Addendum to ITT, Special Instructions to bidders for e-tendering
   b. Additional Conditions of Contract (ACC)
   c. Agreement for Design, Engineering and Consultancy
   d. Tentative List of Roads
   e. Price bid format (Blank).

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

9. Interested bidders have to necessarily register themselves on the portal http://www.mstcecommerce.com/eprochome/EPIL through M/s MSTC Ltd., 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 Ltd., Kolkata at following address to complete the registration formalities:

   M/s MSTC Ltd.,
   Registered office at 225-C,
   Acharya Jagdish Chandra Bose Road,

   Signature of Bidder 6  Signature of EPI
They may obtain further information regarding this tender from General Manager (Contracts) at the address given at Clause No. 24.0 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 http://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 Ltd., directly, as and when required, for which contact details are mentioned above. The EPI 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.

Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose, the interested bidders shall be required to pay Rs. 5,900/- (Rupees Three Thousand Three Hundred Sixty only) (GST @ 18% included), the GSTIN of EPI for West Bengal is 19AAACE0061C1ZA as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Kolkata.

The fees to be paid to MSTC are separate.

10. E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at “Special Instructions to bidders for e-tendering” on or before last date & time of online bid submission. Late bids will not be accepted.

11. Tender fee, Power of Attorney, NSIC/MSME (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.3 (m) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 24.0 below as stipulated under Time Schedule of Tender Activities. 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.

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

13. The tenderers should note that the credentials such as value and volume of works completed, as submitted by the tenderers along with their offers shall be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.

14. 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 https://www.mstcecommerce.com/eprochome/EPIL. The bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
15. The price bid of those bidders who are found to be prima-facie techno-commercially acceptable based on the documents submitted at the time of bid submission and subject to confirmation of authenticity of the PQ documents/ Tender fee from the concerned department/ bank with prior intimation to them. Hence the intending bidders must furnish their valid e-mail id and contact phone number along with the techno-commercial part. In case the PQ documents such as work experience certificate, bank solvency certificate etc submitted by a bidder is found to be fake, the bid will be rejected by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year. The Bidder has to furnish an affidavit in this respect as per the format given in Form-F.

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

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

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

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

20. **Bidder’s Confirmation:** Bidder confirms that they have read and understood and have copies of the ‘Tender Documents’ and have visited the site and their offer will be based on the ‘tender Documents’ and caters to all the works, requirements, etc. thereof.

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

21. **False Statement**

In case any of the credentials are provided to false / fabricated not only tender will be rejected but EMD shall also be forfeited and action shall be initiated to debar the bidder for future participation in EPIL tender.

In case, at a later stage, it is found that the Bidder has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of Bidder with regard to quality & timely
completion of works, financial capabilities etc. EPI can terminate this agreement solely at their option. In this eventuality the Bidder shall be liable for the losses suffered by EPI and Bidder shall have no claim on EPI, whatsoever.

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

22. Validity of Tender

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

23. Agreement

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

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

24. Hard copies of the required documents as per clause 10 to be submitted to:

   General Manager (Contracts)
   Engineering Projects (India) Ltd.
   9th Floor, 50 Chowringhee Road
   Kolkata-700 071
   Ph no: 033-22824556
   E-Mail ID: erocontracts@gmail.com

25. Contact details for site related quarries:

   Shri Smruti Ranjan Behuray,
   Manager (Tech)
   EPI Site Office, NTPC Medical College Campus,

Signature of Bidder                      9                      Signature of EPI
In front of Sundargarh Public School,  
Sankara, Sundargarh -770020  
Mobile No: 9436769217.

For more information on EPI, visit our website at: http://www.engineeringprojects.com. For more information on the e-tender, visit website of MSTC at: https://www.mstcecommerce.com/eprochome/EPIL
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<tbody>
<tr>
<td>1.</td>
<td>Name of Applicant/Company</td>
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<tr>
<td>2.</td>
<td>Address for correspondence</td>
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<tr>
<td>3.</td>
<td>Contact Person: Telephone Nos. Fax Nos. Mobile</td>
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</table>
| 4. | Type of Organization:  
   a) An individual  
   b) A proprietary firm  
   c) A firm in partnership (Attach copy of Partnership)  
   d) A Limited Company (Attach copy of Article of Association)  
   e) Any other (mention the type) |   |
| 5. | Place and Year of Incorporation |   |
| 6. | Details of Registration/Membership with council of Architects or Institute of Engineers or such other Institute. (Attach copy) |   |
| 7. | Name of Director/Partners in the organization and their status along with their qualifications. |   |
| 8. | Name(s) of the persons along with their qualification and designation, who is authorized to deal with EPI (Attach copy of power of Attorney) |   |
| 9. | Organization Chart of Key Personnel |   |
| 10. | Details of Awards/Appreciations supported with document to be submitted. |   |
| 11. | Any other Information |   |
**FORM – B**

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

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

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

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

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

Details of on-going work
(Details to be furnished in the following format)

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

1. The scope of services means whether the consultancy job included including bituminous / concrete Roads. (Please specify).

2. The following documents are to be enclosed for each of the above work:
   I. Copy of Award letter
   II. Other relevant documentary evidence, if any

Signature of Bidder 14 Signature of EPI
## FORM E

Turn over for last three years:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Fees Earned</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2016-2017</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>2017-2018</td>
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<td>3</td>
<td>2018-2019</td>
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Note:

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

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

Signature of Chartered Accountant with Seal

Seal and Signature of Applicant /Firm

Signature of Bidder

Signature of EPI
PROFORMA FOR AFFIDAVIT

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.100/- DULY
CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.…………………………………. S/o……………………………………….
R/o ……………………………………………………………………………………………..

I, the deponent above named do hereby solemnly affirm and declare a 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 this tender to EPI are genuine and 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 my application for pre-qualification out rightly and also debar me / M/s.………………… from participating in any future tenders/ PQ.

DEPONENT

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
FORM ‘G

Bidders Information

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

PAN/TAN Number* (PAN/TAN number must have 10 characters. e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.

| Company's Establishment Year |  |
| Company's Nature of business* |  |
| Company's Legal status* |  |
| Limited company/ Undertaking/Joint venture/Partnership/others |  |
| Company Category* |  |
| Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others |  |
Contact Details
Enter Company's Contact Person Details

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr/Mrs/Dr/Shree/Ms</td>
<td></td>
</tr>
</tbody>
</table>

| Contact Name* |  |

| Date of Birth* |  |
| (DD/MM/YYYY)   |   |

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

| Designation |  |

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

| Mobile*     |  |

**BANKER DETAILS**

| PAN NO*     |  |
| TIN NO*     |   |

| ACTIVE BANK A/C DETAILS* |  |

| A/C NO*     |  |
| A/C TYPE*   |   |

| BRANCH ADDRESS* |  |

| IFSC *       |  |

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

NIT No.: ERO/CON/DMF/1150

<table>
<thead>
<tr>
<th>Sl. NO.</th>
<th>Description</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>Tender for Survey, Soil Investigation &amp; Design Engineering Consultancy services for the Project of &quot;Construction, Upgradation, Widening &amp; Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme&quot;.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>Collector &amp; District Magistrate, Sundergarh, Odisha.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>e-bid two bid system</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 10,000.00 (Rupees Ten Thousand Only)</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of Contract</td>
<td>24 Months</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>NIL</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>90 days from date of last date of bid Submission</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>5% of Contract Value</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>5% of Contract Value</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>To be reckoned after 07 days from the date of issuance of LOI.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Arbitration</td>
<td>Cl. 9.0 of AGREEMENT FOR CONSULTANCY SERVICES</td>
</tr>
</tbody>
</table>

Signature of Bidder 19  Signature of EPI
<table>
<thead>
<tr>
<th>XV.</th>
<th>Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>: Kolkata High Court.</td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**

**NAME (CAPITAL LETTERS) :**

**OCCUPATION**

**ADDRESS**

**SEAL OF BIDDER**
FORM OF TENDER

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

REF: Tender for Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme".

NIT No. : ERO/CON/DMF/1150

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

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

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

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

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

6. If I/we fail to commence the work within 07 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 16.0 of NIT and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 5.0 of "Agreement for Consultancy" I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said Earnest Money as specified above.

Signature of Bidder       21       Signature of EPI
7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the _______________________ day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

OCCUPATION _________________

ADDRESS ____________________

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

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

REF: Tender for Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme".

NIT No: ERO/CON/DMF/1150

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

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

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

Dated:                                    Yours faithfully,

(Signature of the Tenderer)                

(Signature of the Tenderer)                

Seal of Tenderer  

Signature of Bidder 23  

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

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

...........................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................

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

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

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until ........................................ date ............................................ Unless a demand or claim under this guarantee is made on us in writing on or before................................................................. date.......................... , we shall be discharged from all liabilities under this guarantee thereafter.

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

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

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

For and on behalf of the Bank

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

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

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.(hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no. ................................................................. Dated..........................................made between..............................................................
................................................................................ (hereinafter referred to as the said Supplier/sub-contractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with ....................................................................................................................................... (hereinafter called 'The said supply Contract/Sub-contract') to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for .................................................... lieu of :

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

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

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

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this

Signature of Bidder       25   Signature of EPI
guarantee after 6 (Six) months from the date of expiry of the guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 (Six) months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power’s exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability. We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub-contractor has committed any breach or breaches of any of the terms and conditions of the said supply contract/sub-contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

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

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

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

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the said supplier/sub-contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys paid to EPI in terms thereof.

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

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and/or expenses shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

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

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

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

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

FOR AND ON BEHALF OF BANK
INSTRUCTION TO TENDERER

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

INSTRUCTIONS TO TENDERERS

1. **MODE OF SUBMISSION**

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

**ENVELOPE-1:-**

This ENVELOPE shall contain the following:

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

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

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

iv. Volume-I (ITT, General Conditions of Contract),

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

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

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

This envelope shall be marked as:

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

NIT No:

DUE ON:

FROM : (Name of the Contractor)

**ENVELOPE - 2:-**

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

This envelope shall be marked as:

**ENVELOPE-2:’PRICE-BID’ FOR** (Name of Work as mentioned in "Notice Inviting Tender")

NIT No:

DUE ON:

FROM : (Name of the Contractor)

Both the envelopes / packets shall be individually sealed and kept in an outer envelope marked as:

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

NIT No.:

Signature of Bidder  28  Signature of EPI
The outer envelope shall be duly sealed and shall be delivered at place of submission of Tender by the date and time fixed for receipt of Tender as mentioned in "Notice Inviting Tender". The Tenders received after the date and time of Tender receipt shall not be considered and shall be returned to the tenderer unopened. EPI shall not be responsible for any postal or other delays, whatsoever and tenderer should take care to ensure the submission of Tender at place of receipt of Tender by due date and time fixed for Tender receipt. **All the envelopes shall be addressed to the authority who has invited the Tender as mentioned in "Notice Inviting Tender".**

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

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

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

2. **EARNEST MONEY DEPOSIT**

Earnest Money Deposit of amount as mentioned in "NIT/ITT/Memorandum" to "Form of Tender" required to be submitted along with the Tender shall be in the form of Demand Draft payable at place as mentioned in "NIT/ITT" in favour of EPI Limited from any Nationalized / Scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD Bank Guarantee shall be valid for a minimum period of 150 (One Hundred Fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.

3. EPI reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. EPI does not bind themselves to accept the lowest Tender. EPI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by EPI after split up at the quoted / negotiated rates.

4.1 **FOR ITEM RATE TENDERS**

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

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

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

4.2 FOR PERCENTAGE RATE TENDERS

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

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

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

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

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

7. The acceptance of Tender will rest with EPI. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. **Canvassing** whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

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

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

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

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

13. The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderers shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied itself with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by EPI.

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

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

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

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

**Signature of Bidder**

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

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

17. Tenders with following discrepancies are liable for rejection:

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

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

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

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

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

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

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

   a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.

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

   c) Details of similar works executed.

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

   e) Copy of latest income-tax returns filed along with PAN.

   f) Details of manpower available.

   g) Details of equipments, tools and plant available.

   h) Credentials and completion certificates.

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

j) Copy of Provident Fund Number allotted by PF authorities.

k) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.

l) Latest Solvency certificate from Nationalized / Scheduled Bank.

m) Latest Sales Tax Registrations and Clearance Certificate.

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

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

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

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

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

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

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

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

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

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

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

5. CLAUSE NO: 19 of Instruction to Tenderers stand amended as below:

Tenderer shall submit the following documents in respect of their credentials along with their tender in the ‘first envelope’.

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

Signature of Bidder

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Signature of EPI
Special Instructions to Bidders for e-Tendering

General

1.0 Preparation and Submission of bids

1.1 Format and signing of BID.

The Special Instructions (for e-Tendering) supplement to 'Instruction to Tenderer', as given in this Tender Documents. Submission of Online Bids is mandatory for this Tender.

1.1.1 The bidder shall provide all the information sought under this tender. The employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and bid security, document fee etc. received in hard copies.

1.1.2 The BID shall be typed and signed in indelible blue ink by the authorized signatory of the bidder. All the alteration, omissions, addition or any other amendments made to the BID shall be initiated by the person(s) signing the bid.

1.2 Documents comprising Technical and Financial BID.

1.2.1 The bidder shall submit the Technical bid and Financial bid online through procurement portal https://www.mstcecommerce.com/eprochome/epil comprising of the following documents along with supporting documents as appropriate:

TECHNICAL BID.

a. Scanned copies of supporting certificates / documents pertaining to Clause no 4 of NIT and Clause no. 05 of "Addendum to Instruction to Tenderers"

b. Signed and stamped copy of tender document.

c. EMD of Rs. 10,000.00 (Rupees Ten Thousand Only) in the form of a Bank Guarantee/Demand Draft.

d. Tender fee of Rs 5,900.00 (Rupees Five Thousand Nine Hundred Only) including GST @ 18% in form of Demand Draft.

e. Any other document as stipulated above and in “Tender Documents” duly signed and stamped.

f. Documentary evidence with regard to registration with NSIC for waiver of Tender fee & EMD waiver.

FINANCIAL BID

Signature of Bidder 35  Signature of EPI
The Bidder shall submit the following documents physically:

**Offline Submissions:**

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

**General Manager (MMD)**
Engineering Projects (India) Ltd.
9th Floor, 50 Chowringhee Road
Kolkata-700 071

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

(a) Original Power of Attorney for signing the bid.

(b) Original Tender fee of Rs 5,900.00 (Rupees Five Thousand Nine Hundred Only) including GST @ 18% in form of Demand Draft.

(c) Original EMD amount Rs. 10,000.00 (Rupees Ten Thousand Only) in the form of a Bank Guarantee/Demand Draft.

(d) Documentary evidence with regard to registration with NSIC / MSME as mentioned in Clause No. 4 (l) of NIT for waiver of tender fees & EMD.

(e) Original Proforma for Affidavit duly signed and stamped in Original.

(f) Letter of Undertaking duly signed and stamped in Original.

The documents listed above shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Tender for Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Rajgangpur Block of Sundargarh district, Odisha under DMF Scheme" and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

**1.3.1** The envelope shall be addressed to the following officer and shall be submitted at the respective address:

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th><em>General Manager (MMD)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>Engineering Projects India Limited 50, Chowringhee, Kolkata -700071</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:ero@engineeringprojects.com">ero@engineeringprojects.com</a></td>
</tr>
</tbody>
</table>

If the envelopes is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

*Signature of Bidder* 36  *Signature of EPI*
1.4 Bids submitted by fax or e-mail shall not be entertained and shall be summarily rejected.

1.5 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 1.2 of the tender shall be submitted online through e-procurement portal https://www.mstcecommerce.com/eprochome/epil on or before the date mentioned in data sheet. Documents listed at clause 1.3 of the TENDER shall be physically submitted on the date mentioned in data sheet at the address provided in Clause 1.3.1 in the manner and form as detailed in this TENDER. A receipt thereof should be obtained from the person specified at Clause 1.3

1.6 Late Bids

E-procurement portal https://www.mstcecommerce.com/eprochome/epil shall not allow submission of any Bid after the prescribed date and time at clause 1.5. Physical receipt of documents listed at clause 1.3 of the TENDER after the prescribed date and time at clause 1.5 shall not be considered and the bid shall be summarily rejected.

Note:

1) The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid- Annexure during Online Bid-Submission in addition to PQ documents listed in NIT Clause.

2) Bidders are required to pay applicable bidding fees on line at the time of bid submission.

2.0 BIDDER'S GUIDE FOR EPIL PORTAL:

2.1 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.

Signature of Bidder 37 Signature of EPI
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](http://www.cca.gov.in/cca/?q=licensed_ca.html).

The list is as under:

1. Safescrypt
2. IDRBT
3. National Informatics Centre
4. TCS
5. GNFC
6. e Mudhra CA
7. CDAC CA
8. Capricorn CA
9. NSDL e-Gov CA

**System Settings**

1) This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.).

2) On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:

   ![Install Component](image)

   **all Component Guide - For**

1. On clicking the button, a new window will open as shown below:

   ![New Window](image)

2. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.
3. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

   ![Add to Chrome](image)
For other browsers please install the extension as applicable.

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

2.3 Fill the form that appears to create username and password.

2.4 Once the registration is done, login with your user name and password:
2.5 System will ask you to verify your digital signature

2.6 Press Ok and select your digital signature from the List:

2.7 Your digital signature will be verified

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

![Download NIT/Corrigendum](Image)

2.10 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.

![Bid Floor](Image)

2.11 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).
2.12 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

2.13 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.

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

2.15 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.

2.16 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: