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

NIT NO.: DLI/CON/NHIDCL/696
Date. 15.05.2020

NOTICE INVITING E- TENDER

Tender for appointment of Associate Consultant for Design Engineering Services.

Engineering Projects (India) Limited (EPI) has been awarded the project of Rehabilitation and up-gradation of Road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu-Lalchara section on NH 44A in Tripura on EPC basis by National Highways & Infrastructure Development Corporation Limited (NHIDCL).

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

1. Offers are invited from Design Engineering Consultancy firms for appointment as Associate consultant for Design Engineering consultancy services for the project of “Rehabilitation and up-gradation of Road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu-Lalchara section on NH 44A to two lane with paved shoulder in the state of Tripura on EPC basis (Package-I)“.

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

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Approximate cost of Project (without GST) for which Consultancy Services is Required</th>
<th>Estimated Cost of Design Engineering Consultancy (without GST)</th>
<th>Completion Period</th>
<th>Earnest Money Deposit</th>
<th>Tender Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Engineering consultancy services for the project of “Rehabilitation and up-gradation of Road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu-Lalchara section on NH 44A to two lane with paved shoulder in the state of Tripura (Package-I)”</td>
<td>Rs. 166.94 Crore</td>
<td>Rs. 70.00 Lakhs</td>
<td>18 Months</td>
<td>Rs.70,000.00 By DD/Bank Guarantee from a Scheduled Bank in favour of “Engineering Projects (India) Ltd.” payable at “New Delhi”.</td>
<td>Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred Only) Including GST @ 18%</td>
</tr>
</tbody>
</table>

2. Time schedule of Tender activities:

(i) Last Date & Time of submission of Tenders (online and physical documents): 08.06.2020 upto 1200 Hrs
(ii) Date & Time of online opening of tenders (Techno-Commercial Bid): 08.06.2020 at 1400 Hrs.
3. **Eligibility criteria**

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

(i) Three similar completed works each costing not less than the amount equal to Rs. 66.78 Crore for which consultancy service rendered.

OR

(ii) Two similar completed works each costing not less than the amount equal to Rs. 100.16 Crore for which consultancy service rendered

OR

(iii) One similar completed works costing not less than the amount equal to Rs. 133.55 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

c. “Similar work” shall mean preparation of DPR / Feasibility / detailed design and engineering in the field of Roads / Highways and Bridges.

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 consecutive financial years ending 31.03.2019 from ‘Design & Engineering services’ should not be less than Rs.35.00 Lakh.

f. Bidders should have not incurred loss in more than two years in last five financial years ending 31.03.2019.

g. Bidders must enclose Solvency Certificate of Rs. 28.00 Lakh issued by a Scheduled Bank in India in the bidder’s name. The Solvency Certificate should not be issued more than One year prior to the last date of submission of tender (including any extension of the tender submission date).

h. Copies of Balance sheet and statement of profit & loss and Certificate duly certified by Chartered Accountants to be submitted.

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

j. 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’.

k. Copies of valid GST Registration certificate and PAN of income tax are to be submitted.

l. Bidder should have an establishment / office in North Eastern Regions, preferably in Guwahati / Tripura

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

n. 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 and EMD.
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:

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

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

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

   iv. Tenders are not submitted in prescribed format with supporting documents.

Selection of the consultant 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.

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

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

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

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

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

   e. Copy of PAN Card

   f. Copy of GST Registration certificate

   g. Details of manpower available.

   h. Memorandum and Articles of Association/Partnership Deed/ Affidavit.

   i. Any other document as stipulated above and in ‘Tender Documents’

5. 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 & Special Instructions to bidders for e-tendering

   b. Agreement for Design & Engineering Consultancy Services

   c. Additional Conditions of Contract

   d. Schedules and Concept drawings

   e. Price bid format (Blank).
6. In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

7. Interested bidders have to necessarily register themselves on the portal

http://www.mstcecommerce.com/e-prochome/EPIL

through M/s MSTC Ltd., Kolkata 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,
Kolkata - 700020

They may obtain further information regarding this tender from Executive Director (Contracts & Engineering) at the address given at Clause No. 16.0 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/e-prochome/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. 11,800/- (Rupees Eleven Thousand Eight only) (GST @ 18% included), the GSTIN of EPI for New Delhi is 07AACCM0021E1Z9 as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi.

The fees to be paid to MSTC are separate.

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

9. Tender fee, EMD, 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 (n) if bidder is claiming EMD / Tender fee exemption must be submitted in physical form at the address given at Clause No. 16.0 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.

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

11. 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.
12. 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.mtstcommerce.com/eprochome/EPIL.

The bidders are required to check these websites regularly for this purpose, to take into account
before uploading / submission of tender. All Corrigendum and addendum are to be uploaded duly
signed & stamped with tender documents as bid Annexure.

13. 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-A**

14. 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.

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

16. Hard copies of the required documents as per clause 9 to be submitted to :

    Executive Director (Contracts & Engineering)
    Engineering Projects (India) Ltd.
    Core 3, Scope Complex
    7 Lodhi Road
    New Delhi-110003
    Ph no: 011-24361666 Extn : 2313
    E-Mail ID: contracts@engineeringprojects.com

17. Contact details for any technical queries:

    Shri S.K.Biswas, GGM
    Mobile No: 9831149015

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.mstctcommerce.com/eprochome/EPIL

Executive Director (Contracts & Engineering)
15.05.2020

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AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached 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 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 / terminate the bid/contract and also forfeit the EMD / All dues.

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

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

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

Verified at ..................this .................. day of ....................

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
Performa of Bid Security Declaration

(To be submitted by bidder on its Company Letter Head)

It is hereby 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
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……………..200.

For and on behalf of the Bank

NOTE: on a Non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only)
Special Instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on Electronic Tendering System (ETS) unless otherwise specified for any other Submission mode.

Broad outline of submissions are asfollows:

Submission of Bid-Parts/Envelopes

- Technical Part
- Financial Part

Submission of Documents:

The bidders are requested to Upload and submit online all the documents as per the list given below:

List of Documents:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A)</strong></td>
<td>Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online in MSTC portal</td>
</tr>
<tr>
<td>1</td>
<td>Earnest Money Deposit in the form of DD or Bankers’ Cheque/BG.</td>
</tr>
<tr>
<td>2</td>
<td>Tender fee inclusive of GST in the form of DD or Bankers’ Cheque (Separate tender processing fee to be paid online to MSTC)</td>
</tr>
<tr>
<td>3</td>
<td>Experience certificate of having executed similar works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BS/NSE or private party) as per the NIT</td>
</tr>
<tr>
<td>4</td>
<td>Balance Sheet and profit and loss statement for the latest 03 Financial Years.</td>
</tr>
<tr>
<td>5</td>
<td>PAN</td>
</tr>
<tr>
<td>6</td>
<td>GST Registration Certificate</td>
</tr>
<tr>
<td>7</td>
<td>EMD/ Tender Fee exemption certificate (only for tenderers who intend to avail exemption of EMD/ Tender Fee) (if applicable as per NIT).</td>
</tr>
<tr>
<td>8</td>
<td>Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>9</td>
<td>All tender documents duly signed and stamped or digitally signed</td>
</tr>
<tr>
<td>10</td>
<td>The certificate of site visit duly countersigned by EPI site official or in absence of which an undertaking is required to submit by the bidder.</td>
</tr>
<tr>
<td><strong>B)</strong></td>
<td>Documents to be submitted in Physical form at the given address as pertimeline given in NIT The Envelop shall bear (the project name, the tender no and the words (DONOT OPEN BEFORE (due time &amp; date))</td>
</tr>
<tr>
<td>1</td>
<td>Earnest Money Deposit as per NIT</td>
</tr>
<tr>
<td>2</td>
<td>Tender fee as per NIT</td>
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<tr>
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<td>Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>4</td>
<td>EMD/ Tender Fee exemption certificate if applicable.</td>
</tr>
<tr>
<td>5</td>
<td>Any other relevant important Documents required as per NIT.</td>
</tr>
</tbody>
</table>
Contact Persons Name & Address:

Executive Director (Contracts & Engineering)
Engineering Projects (India) Ltd.
Core 3, Scope Complex
7 Lodhi Road
New Delhi-110003
Ph no: 011-24361666 Extn : 2313
E-Mail ID: contracts@engineeringprojects.com

Bidder’s guide for EPIL portal: (As standardized)
Bidder’s guide for EPIL portal:

1. Use browser to go to https://www.msttecommerce.com/epl/home/EPIL

Digital Signatures
To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:

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

System Settings
1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
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.

![Form Image]

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

![Login Image]

5. System will ask you to verify your digital signature

![Digital Signature Image]

6. Press Ok and select your digital signature from the List:
7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:

9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.
11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

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

For 2 cover with price bid in excel

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Email</th>
<th><a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Please mention “Helpdesk” as subject while sending emails</td>
<td></td>
</tr>
</tbody>
</table>

| Availability          | 10 AM to 5:30 PM on all working days. |
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi on the..................day of .......................2020 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 (herein after 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 by National Highways & Infrastructure Development Corporation Limited (NHIDCL) having their Head office at PTI Building (3rd Floor), 4-Parliament Street, New Delhi - 110001 for the work pertaining to "Rehabilitation and up-gradation of road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu- Lachhara section on NH 44A to two lane with paved shoulder in the state of Tripura on EPC basis (Package – I)" (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.

National Highways & Infrastructure Development Corporation Limited (NHIDCL) shall be referred to as "Client" in this agreement.

Now this agreement witness as under:

2.0.0 SCOPE OF WORK:

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

2.1.0 Undertaking detailed Topographical / Traffic Surveys, Geotechnical Investigations, collection of data required for preliminary and detailed designs, holding necessary discussions with the Client and EPI and attending meetings at site of work or EPI’s Office, Client’s Office as and when required by EPI.

2.1.1 Preparation and submission of the general methods and arrangements for design and design quality plan including traffic management and safety plan for review and consent of the Engineer of Client so as to minimise the time required for final designs and construction drawings.

2.1.2A Preparation of Design and drawings in conformity with Specifications and Standards for Two Laning of Highways (IRC: SP: 73), referred to as the Manual and MORTH Specifications for Road and Bridge Works complete as set forth in Schedule - D including field construction criteria related thereto.

In the event the associate consultant requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review and approval of the Engineer of Client.

2.1.2B To prepare and submit the detailed calculations, drawings and designs as set forth in Annex-I of Schedule-I, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, duly certified by the Proof Consultant & Safety Consultant, to the Client’s Engineer for approval. However, for Bridges and Structures, any additional drawings, if required by the Client’s Engineer for approval in accordance with Good Industry Practice, shall be submitted by the associate consultant at no extra cost.

Contd...2/
2.1.3 Preparation and submission of detailed bar bending schedule (BBS), if required by EPI field units / Client based on approved structural drawings for Piles, RCC bridges, Culverts, Retaining / Breast walls, Drains etc. complete, suitable for construction and release to site including getting approvals from the Client, wherever required.

2.1.4 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates for all works covered under clause 2.1.2A & 2.1.2B along with necessary drawings for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work. The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of Tripura SOR for Roads / as per EPI’s requirement at the time of invitation of tender for construction of the project.

2.1.5 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.

2.1.6 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.

2.1.7 Preparation and submission of As-built drawings and documents of the Project showing the exact as built locations, sizes and details on the works as executed with cross references to all relevant specifications and data sheets forming part of the Project Highway and acceptable to Client and issuance of the “Completion Certificate” by the Client.

3.0.0 Payment of Consultancy Fees

For the Consultancy Services as per scope in the agreement. ........................ % (........................ percent only)

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 GST as applicable)

4.0.0 Mode of Payment

On completion of work under clause

<table>
<thead>
<tr>
<th>4.1.0</th>
<th>Advance on award of work</th>
<th>deleted</th>
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</thead>
<tbody>
<tr>
<td>4.1.1</td>
<td>2.1.0 to 2.1.1</td>
<td>15%</td>
</tr>
<tr>
<td>4.1.2</td>
<td>2.1.2A to 2.1.2B</td>
<td>50%</td>
</tr>
<tr>
<td>4.1.3</td>
<td>2.1.3</td>
<td>5%</td>
</tr>
<tr>
<td>4.1.4</td>
<td>2.1.4</td>
<td>10%</td>
</tr>
<tr>
<td>4.1.5</td>
<td>2.1.5 to 2.1.6</td>
<td>10%</td>
</tr>
<tr>
<td>4.1.6</td>
<td>2.1.7</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and acceptance thereof by the Client. However, the decision of EPI in this regard shall be final.

Contd..3/
5.0.0 TERMS AND CONDITIONS:

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a Scheduled /nationalized bank to the extent of 5% (five percent) of the value of total consultancy fees of the Consultant within 7 (seven) days of the signing of this Agreement. This bank guarantee shall remain valid till expiry of 12 (twelve) months after handing over As-built drawings / documents on completion of the works forming part of the Project Highway and acceptable to Client and issuance of the "Completion Certificate" by the Client. In case the Consultant does not provide performance bank guarantee, an amount of 5% of the value of total consultancy fees shall be deducted from initial payments for various stages @ of 50% of due payment till total deduction on this account reaches 5% of total value of consultancy fees.

5.1.2 5% (five percent) of the fees payable to Associate Consultant shall be retained from the Running bills as ‘Retention Money’ in addition to the performance guarantee. The retention money shall be refunded within 30 (thirty) days after issuance of the Completion Certificate by the Client.

5.1.3 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details etc. till they are finally approved by the Authorized Engineer of Client and as required for completion and handing over of the project, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

5.1.4 PAYMENT TOWARDS VISITS

All expenses for visits performed by the Associate Consultant in connection with planning, designing, Detailing, certification by Safety / Proof Consultants and obtaining approval from the Authorized Engineer of Client till the stage of approval of "Good For Construction (GFC) drawings" and additional 10(ten) visits to site during construction and completion stage of work are included in the fees of Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

However, for any visit beyond 10 visits as above to site, if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed by EPI (over and above the consultancy fees) at the rates given below.

a) For Proprietor, Directors and Sr. Structural Engineers or other equivalent officers of this cadre of consultant, actual economy class airfare / Rail fare of class AC-II plus Rs. 5000.00 (Rupees Five Thousand only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

b) FOR JUNIOR STAFF

Actual rail fare of class 3T-AC or bus fare plus Rs. 2500.00 (Rupees two thousand five hundred only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

All visits of Associate Consultant shall be with prior written approval of EPI.

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

Contd. 4/
5.1.6 The Associate Consultant shall supply free of charge to EPI, the following documents:

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

ii) Six sets of detailed estimates and rate analysis of all works.

iii) Six sets of additional design, drawings and other documents required for execution of works.

iv) Six sets of completion drawings and documents.

In addition, associate consultant shall give soft copies of all above documents for Client / EPI’s reference and record.

5.1.7 The Associate Consultant will be required to give a “Time Schedule” in consultation with EPI for timely completion of consultancy works within 5 (five) days 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.

5.1.8 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 “Executing Agency”. The originals of approved completion drawings shall be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI.

5.1.9 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 project highway / Pavement, Bridges, Culverts etc. are carried out in conformity with MORTH Specifications and IRC: SP: 73, Alignment, Road Safety Features and based on other relevant bye-laws & good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion.

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

5.1.11 The Associate Consultant shall ensure that actual quantities of works executed at site based on approved details / drawings should not exceed by 3% (three percent) of the quantities / cost as given by him for tendering for execution of the project by contractor. 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 for tendering for execution of work by contractor.

Contd., 5/
However the above guarantee by Associated Consultant on quantity variation of 3% is on the understanding that basic parameters as considered by Associate Consultant in the approved design remain 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 estimated cost prepared for tendering for execution of the work by the contractor. 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.

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

5.1.13 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. However, the GST thereon as applicable on consultancy fees shall be reimbursed to Associate Consultant over the fees mentioned in para 3.0.0 on submission of proof of depositing the same with Statutory Authorities and after reimbursement of corresponding GST to EPI by the Client.

5.1.14 The Associate Consultant shall get the design and drawings checked & certified by Proof Consultant / Safety Consultant and approved by the Authorized Engineer of Client before issuing the drawings for execution. All costs related to checking / certification by Proof Consultant / Safety Consultant are separately paid by EPI and so not included in the fees mentioned in para 3.0.0. However, the approval of design and drawings by them shall not absolve the responsibility of the Associate Consultant.

5.1.15 This agreement may be terminated at any time by EPI upon 15 (fifteen) days notice in writing being given to Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant’s work not being satisfactory, EPI will get the work done at the risk and cost of the consultant.

5.1.16 The Associate Consultant shall take professional liability insurance (PLI) for their service.

5.2.1 PENALTY

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

5.2.2 FORCE MAJEURE CLAUSE

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

Contd..6/
5.2.3 RESOLUTION OF DISPUTES

In the event of any dispute arises between the parties relating to the services, it shall be resolved amicably by mutual discussions between EPIL and the Department.

Disputes which remains unresolved, shall be taken up by either party to this agreement for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as per latest guidelines of Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises (Ref. DPE OM No 4(1)/2013 DPE (GM)/FTS-1835 dated 22-05-2018) and its modifications / clarifications issued from time to time by the Government of India.

6.0 JURISDICTION

The High Court at Guwahati alone shall have the jurisdiction to entertain any matter or dispute arising out of this Agreement.

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

For and on behalf of

M/s Engineering Projects (I) Ltd.

WITNESSES:

WITNESSES:
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

The Additional Conditions of Contract (ACC) are to be read in conjunction with the clauses/conditions of the tender documents and in case of any differences with conditions provided elsewhere, provision of the ACC shall take precedence.

1. Scope of Work:

Following is required to be considered in the scope of associate consultant as defined in the tender documents:

i) Finished road level indicated in the enclosed alignment plan shall be followed as minimum FRL. In any case, the finished road level of the Project Highway shall not be less than those indicated in the alignment plan. The associate consultant shall improve/upgrade the Road profile based on site/design requirement.

ii) Traffic Signage plan of the Project Highway showing numbers & location of traffic signs is enclosed. The associate consultant shall improve/upgrade upon the traffic signage plan based on site/design requirement as per IRC: SP: 99 & IRC: 67.

The associate consultant shall take professional liability insurance (PLI) for their service.

2. Price Basis

Bidder has to quote rates as Percentage (%) on project cost indicated in the NIT. The cost quoted by the bidder shall be exclusive of GST but inclusive of all other taxes, duties, cess and services as applicable under the scope and agreement clauses of the contract. The rates quoted by the bidder shall include all their expenditures, water, electricity, handling of instruments /equipments /materials etc. whatsoever and nothing extra shall be paid to them unless mentioned specifically elsewhere in the tender document. The Rate shall remain firm throughout the contract period and no revision will be allowed.

3. Taxes & Duties

The rates quoted by bidder shall be exclusive of GST but inclusive of all other taxes, duties & Cess etc. Payment shall be released to the associate consultant as per the terms of the contract documents against submission of GST invoice and all other required documents as mentioned in the contract documents. All statutory deductions shall be made as per norms. In case of any reduction in rate of taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the Associate Consultant shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the Associate Consultant. Further in case of any increase in rate of 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 Associate Consultant, subject to the condition that the client reimburses the said increased taxes to EPIL.

3.1 The bidder/Contractor must be registered with GST and should have valid GSTIN number.

3.2 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.

3.3 The bidders/contractors 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.

3.4 The rates quoted by bidder shall be exclusive of GST but inclusive of all other taxes, duties & Cess etc. GST is payable separately on production of Documentary evidence.

3.5 Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.
4. **Timeline and Deliverables**

The Associate consultant has to deliver the works as per following milestones.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Responsibility</th>
<th>Time Frame (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Detailed Surveys &amp; Geo-technical Investigation required for planning and design</td>
<td>Within 25 Days from issue of Letter of Intent (LOI)</td>
</tr>
<tr>
<td></td>
<td>purpose</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preparation of Preliminary Drawings, BOQ &amp; Estimate for inviting tender for</td>
<td>Within 45 Days from issue of Letter of Intent (LOI)</td>
</tr>
<tr>
<td></td>
<td>construction purposes</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Detailed designs / drawings &amp; documents with certification o Proof / Safety</td>
<td>With reasonable promptness and in such sequence as is consistent with the Project</td>
</tr>
<tr>
<td></td>
<td>Consultants and approval of authorized Engineer of Client (NHIDCL).</td>
<td>Completion Schedule</td>
</tr>
<tr>
<td>4</td>
<td>Responsibilities during project execution, i.e. site visits, preparation of</td>
<td>As per time frame fixed during execution of the project.</td>
</tr>
<tr>
<td></td>
<td>BBS and additional drawings, if required</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Responsibilities on completion of work</td>
<td>Within 30 Days from the completion of works</td>
</tr>
</tbody>
</table>
In Figure 1 Design Engineering consultancy services for the project of “Rehabilitation and up-gradation of Road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu-Lalchara section on NH 44A to two lane with paved shoulder in the state of Tripura (Package-I)”.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Estimated Project Cost (without GST) (Rs.)</th>
<th>Quoted Percentage (%) on Estimated Project Cost</th>
<th>Amount of Consultancy Fee (Rs.) (without GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Engineering consultancy services for the project of “Rehabilitation and up-gradation of Road from design km 0.000 to km 16.290 (Total length: 16.290 km) of Manu-Lalchara section on NH 44A to two lane with paved shoulder in the state of Tripura (Package-I)”</td>
<td>166.94 Crore</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Quoted Amount shall be inclusive of All Taxes, duties but exclusive of GST, which is payable separately on production of Documentary evidence.

Seal & Sign of Bidder