TENDER DOCUMENT

NIT No.: NRO/CON/GMC-Rudrapur/693 Dated: 22.06.2020

FOR

Tender for Providing Comprehensive Architectural & Technical Design Services including Geo-technical Investigation, Soil Investigation and Surveying Work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttarakhand at Rudrapur Distt. Udhamsingh Nagar Uttarakhand.

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

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex,
7, Lodhi Road, New Delhi-110003
TEL NO: 011-24361666, FAX NO. 011-24363426
NOTICE INVITING e-TENDER (NIT)

NIT No.: NRO/CON/GMC-Rudrapur/693  Dated: 22.06.2020

1.0 Tender for providing Comprehensive Architectural & Technical Design Services, including Geo-technical investigation, surveying work, preparation and approval of preliminary estimate DPR, from client preparation of tender documents including conceptual drawings, specification for selection of contractor proven, necessary drawings, documents & assistance to contractor for obtaining approval from local bodies & other activities as per detailed scope of work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttrakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.

Engineering Projects (India) Ltd. (EPI) on behalf of Directorate of Medical Education Uttrakhand, Govt. of Uttarakhand invites online offer on Combined Quality cum Cost Based System (CQCCBS) through e-tendering from eligible, reputed Architectural and Design Consultancy firms registered with the council of Architecture for Architectural Planning and Engineering Consultancy Services. In two bid system (Technical & Price Bid) for Construction of Medical College, development & integrated of existing hospital building Rudrapur for Directorate of Medical Education Uttrakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Work</th>
<th>Tentative Project Cost</th>
<th>Completion Period</th>
<th>EMD DEPOSIT (Rs.)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Providing Comprehensive Architectural &amp; Technical Design Services, including Geo-technical investigation, surveying work, preparation and approval of DPR, Renovation of existing structure as per client requirement tender documents for selection of contractor, necessary approval from local bodies such as clearance from forest, pollution, railways, fire services, sewage, water supply, electricity &amp; any other department, required for pre-construction stage. Checking &amp; Vetting of all drawings &amp; details submitted by EPC Contractor</td>
<td>Rs 335.00 Crs.</td>
<td>24 Months + 24 months Defect Liability Period</td>
<td>Rs 6,70,000/- (Rs Six Lacs Seventy thousand only)</td>
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during execution of work & other activities as per detailed scope of work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttarakhand at Rudrapur Distt. UdhamSingh Nagar Uttarakhand.

**Scope of work:**
Tentative scope of work is as under however same shall meet the limited to it, given below:-

Preparation of comprehensive Master Plan for the for the entire area, Concept plan, 3D Bird View, Animated walk through/Model (If required), detailed Architectural design & drawings & drawings and Preliminary engineering presentations, site development including roads, street lighting, traffic & signage systems, landscaping, boundary wall, open parking, drains and sewers, STP (if required) plan etc.

Site survey, site demarcation, topographical survey, site evaluation analysis, soil investigation and testing, water testing, assessment of land filling etc.

MEP and HVAC system, Internal EI and Lighting system, firefighting and detection system, including smoke detectors and fire alarms, power supply, internal and external electrification, PA system, acoustics, IT, HIS and HMIS, web portal, CCTV/Security and Access system (Lifts, Escalators etc) as per the requirement.

Detailed engineering and design of internal and external drainage and waste management system, water supply and sewerage system, STP (if required), rain water harvesting, site development works, services, landscape work, garden and greenery planning with or without sprinkler system, furniture and equipments design and specifications as per requirement of the project, art work (interior and exterior) etc.

Preliminary structural design & drawing for preparation of Detailed Project Report (DPR)/Detailed Estimate (DE). Detailed Design Based Report (DBR) including design concept, analysis and detailed design, detailed GFC structural drawing & design (in case to be provided by the Consultant) duly vetted by reputed technical institutes like IIT of India or equivalent. Proof reading by Consultant and vetting from reputed technical institutes like IIT& NIT of GFC structural design & drawing in case it is provided by EPC Contractor, is to be done by Consultant.

Facade design/ skylight, Structural glazing system including design of open spaces etc to be completed with due diligence by the Architectural consultant along with value engineering.

Development of Integrated Building Management System (IBMS).

Pre and Post construction approval from local authorities and statutory bodies.

Preparation of detailed technical specifications and their make, rate analysis based on CPWD, norms & basis of market rate (if any) provisions supported by at least three quotations preparation of Detailed Project Report / Detailed Estimate, preparation of NIT/ bid documents, detailed bill of quantity for EPC contract, assisting in tendering process, Pre-bid clarifications/meetings, opening &
evaluation of tender, justification, award and approval of bid for execution contract (EPC), preparation of measurement modules for payment to EPC work contractor at different stages.

Modules for Quality Assurance (QA) and Quality Control (QC) measures have also to be prepared by the Consultant for supervision of the work by EPIL.

Coordination with EPIL & Contractor, deployment of expert personnel for clarifications at any stage as and when required, preparations of progress monitoring module to ensure works to be executed as per engineering design, technical specifications and other provisions of contract document within stipulated timeline. Assisting in quantity evaluation, checking of running payments, final payments, variations etc (if required).

All formalities and clearances with necessary set of designs & drawings for handling over of the project, SOP for running and maintenance of different facilities and equipments, preparation of AMC documents, detailed measurements of civil and MEP Provisions for maintenance of the building (post construction). Monitoring of the project during defect liability period.

2.0  Time schedule of tender activities:

(i)  Last Date & Time for Downloading of tender documents: 06.07.2020 upto 05:30 PM.

(ii) Last Date & Time of online submission of Tenders on or before: On or before 07.07.2020 up to 02:00 PM.

(iii) Date & Time of online opening of tender (Techno-Commercial Bid): On 07.07.2020 at 03:00 PM.

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

Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 22.06.2020 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. 10,000 + 1800= Rs. 11,800/- (including 18% GST) as non-refundable document fees in the form of demand draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi.


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

3.0  Minimum Eligibility Criteria:

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

a)  i.  Should have successfully completed following “similar works” during the last 7 (Seven) years by the end of the month prior to the date of NIT:
One similar completed work costing (construction cost) not less than amount equal to 80% of the estimated project cost for consultancy work.

OR

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

OR

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

ii. “Similar work” mean Architectural and Engineering Consultancy Services for Construction of 500 bedded or more Super Speciality / Multi Speciality Hospital with at least 10 Operation Theatres for Govt. / PSU Organizations.

Additionally the firm should have experience in Architectural and Engineering Consultancy Services for Construction of minimum 100 admission Medical College having Multi-storeyed RCC Structure including equipment RCC Structure including equipment Planning and procurement assistance services of minimum Rs.25 Cr. value for Govt./PSU Organizations.

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

The Bidder must have past experience of executing similar nature of work as a single firm.

b) Should have Average Annual Financial Turnover on “Consultancy Services” at least Rs. 5.0 Cr. in the last three years ending 31.03.2019, duly certified by a Chartered Accountant.

c) Net worth of the bidder should be positive.

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

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

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

g) JV / Consortium are not allowed.

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

i) Should have valid GST Registration number.

j) Agency must have one of the Directors or Partners as Architect with valid registration from Council of Architecture as per the order of Hon’ble Supreme Court of India order with at least 20 years of experience.
k) The Architectural / Consultant firm require furnishing details of Skilled and Trained Manpower including Engineers, Architects and Technical Staff employed and details of various Software and Hardware available with consultant.

l) Site visit for the subject tender is mandatory. The bidders shall visit the site to Study/assess the tendered work and also acquaint themselves of the prevailing local conditions before submitting their bid. Bidder has to enclose a self declaration certificate in this regards.

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

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

n) However, the certificates issued by a Public Limited Company / Non-governmental Organization must be supported by TDS certificates in support of value of work done by the tenderer.

o) If any credentials submitted by bidder are found false/fraud, the bidder shall be debarred from future tender of EPI, besides rejection of bid.

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

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

r) Bidder have to submit confirmation letter whether they are registered under MSME act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide gazette notification dated 26.03.2012 along with the form of Memorandum- 2 with the concerned DIC) to be enclosed in envelope –1 i.e. Techno- commercial part and a request letter for exemption from submission of tender fee and EMD.

s) For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT. The experience certificate in this regard should be issued by Officer not below the rank of Executive Engineer/Project Manager/Unit Officer.

t) Bidder has to submit (Original) Demand Draft of Rs. 11,800/- inclusive of GST @18% as tender fee (non refundable) in the name of “Engineering Projects (India) Ltd.” payable at New Delhi in close envelope last Date & Time of online submission of Tenders.
u) The bid must be accompanied by an Earnest Money Deposit (EMD) (Original) of Rs. 6,70,000/- (Rs Six Lacs Seventy thousand only). This can be either in the form of Crossed Demand Draft or Pay Order only of any Nationalized Bank/Scheduled Bank for the full amount of EMD favouring “Engineering Projects (India) Ltd.” payable at New Delhi. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid. This EMD shall be refunded to all unsuccessful bidder. In case of successful bidder same can be refunded after submission of performance bank guarantee to the extent of 5% of the value of total consultancy fee.

The detailed of scope is briefly given below but not limited to:

1) Associates Consultant shall conduct Topographical survey / contouring, soil investigation, Geo-Tech investigation and preparation of master plan before taking up detailed engineering as per local authorities bylaws.

2) Finalization of Conceptual Plan after Topographical survey & geotechnical investigation, preparation of preliminary estimate and DPR and getting its approval from client.

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

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

5) Preparation of external and internal electrification layouts and calculation of total requirement of electric load for the complex under construction including substation, DG sets, CCTV work, video conference and enhancement of electrical load with existing load in the existing terminals.

6) Preparation of layout of furniture & fixture including work station.

7) Preparation of services drawing for EPBAX/PA system access control system, video conferencing services.

8) Preparation of internal & external roads layout & land scalping.

9) Preparation of internal Design of respective area as per MCI, Guideline.

10) Planning and designing HVAC system for various buildings, wherever required.

11) Planning and designing fire fighting system for alarms & detection system various buildings, wherever required.

12) Preparation of detailed estimates, BOQ, tender drawings, tender documents along with tender conditions, specifications and their approvals for calling tenders after getting approval of DPR from client.

13) Issue of Eight sets of “Good for Construction” working / detailed drawings for execution of
works.

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

15) Architect & Design Consultant will provide all the necessary information e.g. drawing / documentation and other desired inquiries required to Contracts / Employees to enable them to obtain statutory approval / clearances from the authorities.

16) Consultant shall develop various plans for submission to other organizations for obtaining their approvals. In this connection, Consultant shall obtain plans or Railway siding plans already available with Govt. bodies, etc., for further development of plans, if required.

17) Consultant to obtain various approvals required Forest, Pollution, Environmental, Graphical, Army, Aviation, and any other including shifting of RL to site at any two place within the premises wherever required and coordinate and file all papers / applications (wherever required, EPI/CLIENT officials will sign relevant papers) during pre construction stage however during execution & till completion stage. These shall be analyzed by EPC Contractor, Associates Consultant shall arrange all documents required for their approval.

18) Necessary statutory or approval charges shall be reimbursed on submission of relevant documents to EPI.

19) Consultant to obtain approvals from Forest Department for tree cutting, wherever required. EPIL shall coordinate & file all papers/applications (wherever required, EPI/CLIENT officials will sign relevant papers).

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

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

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

23) Inspection and evaluation of Constructions works with reference to design and drawings will be on regular basis till completion of project and certification of the same.
24) Visit the site of work at regular intervals and where necessary clarify, offer interpretation of the drawings / specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance to design and render advice on actions, if required.

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

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

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

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

29) The consultant shall be associated till expiry of 24 months Defect Liability Period after the completion & handing over of the project and obtain completion certificate from the concerned local bodies and Client.

30) Professional liability insurance (PLI) of the project is in the scope of consultant and charges of the same shall be included in the fee quoted by the consultant.

31) Bidder should sign the Integrity pact on Rs100/- stamp paper duly notarized (Format attached with said NIT).

32) Cost of project may vary but fee percentage will be payable on actual cost of construction only.

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

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

**TAXES AND DUTIES:**

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

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

The Bidders are requested to update/ upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered / adjusted by EPI without any prior notice from the next invoices or available dues with EPI.
Rates to be quoted in this tender shall be inclusive of all applicable taxes & duties including GST etc. Taxes are to be disclosed separately in Price Bid /BOQ.

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

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

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

4.0 Evaluation:

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

4.2 Technical Bid Evaluation (Stage-I)

Marks system for the evaluation is as under: Max. (70Marks)

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<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Marks</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>Work Experience:</strong></td>
<td>30 Marks</td>
</tr>
<tr>
<td>1.1</td>
<td>Architectural &amp; Engineering Consultancy Services for Construction of 500 bedded or more Super Speciality / Multi Storeyed Hospital with at least 10 Operation Theatre for Govt./PSU/Public Medical College &amp; Campus for Govt. / PSU / Public organization.</td>
<td>20</td>
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<tr>
<td>1.2</td>
<td>Architectural &amp; Engineering Consultancy Services for Construction of minimum 100 admission Medical College having Multi Storeyed RCC structure including equipment planning and procurement assistance service of minimum 25 Cr. value for Govt./PSU organization.</td>
<td>10</td>
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<tr>
<td>2</td>
<td><strong>Financial - Average Annual turnover:</strong></td>
<td>20 Marks</td>
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<td>The Average annual turnover of the Consultancy firm shall not be less than Rs. 5.0 Cr. during last three financial year ending on 31.03.2019.</td>
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<td></td>
<td>Minimum Manpower (to be supported with CVs)</td>
<td>10 Marks</td>
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<td>3.1</td>
<td>One of the Director / Partner / Proprietor of company should be registered with ‘Council of Architecture’ &amp; should have B.Arch with Minimum 20 years of experience including 15 years of work experience in the Consultancy and registered with Council of Architecture.</td>
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<td>3.2</td>
<td>Project Architect: B.Arch with Minimum 10 years of experience including 05 years of work experience in the Consultancy and registered with Council of Architecture.</td>
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<td>3.3</td>
<td>Structural Engineer: B.Tech &amp; M.Tech with minimum 20 year work experience in Structural Engineering.</td>
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<td>3.4</td>
<td>Graduate Mechanical / Electrical / Plumbing (MEP) Engineers with atleast 10 years work experience Graduate Mechanical – 1 Mark, Graduate Electrical – 1 Mark, Graduate Plumbing (Civil / Mechanical) Engineer – 1 Mark</td>
<td>3</td>
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### 4 GREEN BUILDING EXPERIENCE:
Experience in designing buildings with Green Building Concept and Building Project obtained minimum 4 Star rating as per GRIHA norms during the last seven years. | 10 Marks |

|   | Total Marks (Sr. No. - 1+2+3+4) | 70 Marks |

Note: Proof is to be attached.

**Stage-II Max. (Marks- 30)**

**Design Concept Presentation:**

Under this stage, the Architect firm /Consultant shall be invited for participating in the design concept Competition by the way of presentation before the Committee constituted for the purpose by EPI. Minimum one week time will be given for preparation of presentations to the Qualified Bidders.

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

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

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

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

**Evaluation Criteria of the Presentation.**

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

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

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

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

Selection of the consultants shall be subject to verification of their credential.

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

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

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

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

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

Say the % Consultancy Services Fee in the financial proposals of bidders are as under :
A= 7%, B= 5% & C= 6%

The financial score is given as per the formula: (Lowest % Consultancy Services Fee against the % Consultancy Services Fee of the bidder) X 100

Financial Score of A= (5/7) X 100 = 71.4 % of marks 30
Financial Score of B= (5/5) X 100 = 100 % of marks 30
Financial Score of C= (5/6) X 100 = 83.3 % of marks 30

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

(Technical Score X 0.70 )+ (Financial Score X 0.30)

Bidder A= (70 X 0.70) + (71.4% X 30) = 70.42 -- H3
Bidder B= (80 X 0.70) + (100% X 30) = 86.00 --- H2
Bidder C= (90 X 0.70) + (83.3% X 30) = 87.99 --- H1
Hence Bidder C, with highest combined score shall be recommended for award.

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

6.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com, CPP-Portal: www.eprocure.gov.in and as well as on MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.

i) Notice Inviting Tender (NIT), Special instructions to Bidders for e-Tendering, Letter of Undertaking, Bidder information, Form of tender, Performa of Bid security declaration, Integrity Pact and Layout plan.

ii) Annexure-I: Memorandum.

iii) Annexure-II: Agreement for Consultancy Services

iv) Annexure– III : Price Bid

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

8.0 Interested bidders have to necessarily register themselves on the portal https://www.mstcecommerce.com/eprochome/epil through M/s MSTC Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s MSTC Limited, New Delhi at following address to complete the registration formalities: DLI/C&E/WI-665/538R Page 3 of 5 M/s MSTC Limited, 30 / 31A, 1st Floor, Jeewan Vikas Bhawan, Asaf Ali Rd, New Delhi, Delhi-110006 Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850 Availability: 10 AM to 5:30 PM on all working days. Email-ID: mstcnro@mstcindia.co.in please mention “Helpdesk” as subject while sending emails. They may obtain further information regarding this tender from Dy. General Manager (Contracts) at the address given at Clause No. 15.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely https://www.mstcecommerce.com/eprochome/epil (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s MSTC Limited, New Delhi directly, as and when required, for which contact details are mentioned above. M/s Engineering Projects (India) Ltd. in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

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

If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

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

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

12.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/CPP portal as well as on MSTC Portal. The bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and Addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

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

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

Dy. General Manager (Contracts)
Engineering Projects (India) Ltd.
Northern Regional Office,
Core 3, SCOPE complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666, Extn: 2225
(M): 7038715447
E-mail - nrommd@engineeringprojects.com

15.0 For Site related Queries / Site Visit:

Addl. General Manager (PMD)
Engineering Projects (India) Ltd.
Northern Regional Office,
Core 3, SCOPE complex, Lodhi Road
New Delhi 110003
Tel No. – 011-24361666, Extn: 2232
(M): 9935064977
E-mail - nrommd@engineeringprojects.com

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

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

Dy. General Manager (Contracts)
Date: 22.06.2020

***************

Page 13 of 15
AFFIDAVIT

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

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

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Works</th>
<th>Client Name &amp; Address</th>
<th>Work Order Value (in Rs)</th>
<th>Work Executed till Date (Rs)</th>
<th>Balance Amount of work to be completed (Rs)</th>
<th>Balance period to complete the works (Total Days)</th>
<th>Work to be completed in 24 Months (NIT Completion period) (Rs)</th>
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Balance Commitments during 24 Months as per NIT Rs

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

SIGN AND STAMP OF BIDDER

Signature of Notary Public
AFFIDAVIT

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

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

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

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

1. That I am the Proprietor/Authorized signatory of M/s ............................................................ Having its Head Office/Regd. Office at............................................................

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

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

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

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

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

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

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**********
Bidder’s guide for EPIL portal:

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

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

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

The list is as under:

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

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

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

For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:
3. Fill the form that appears to create username and password.

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

5. System will ask you to verify your digital signature

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

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

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

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

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

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

For 2 cover with price bid in excel

E-Tender Technical Cum Price Bid
13. For each type of event the event details including start time and close time the details will be given on the top of the page.

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

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

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

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.
f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

   a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.
   b. Then the bidder has to upload documents as per the list shown therein.
   c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.
   d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

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

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

Phone Number
03322901004, 01123212357, 01123215163, 01123217850

Email
mstcnro@mstcindia.co.in
Please mention “Helpdesk” as subject while sending emails

Availability
10 AM to 5:30 PM on all working days.
LETTER OF UNDERTAKING
(TO BE ENCLOSED IN ENVELOPE-1 ALONG WITH EMD)
(TO BE TYPED ON LETTER HEAD)

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

Sub: Tender for providing Comprehensive Architectural & Technical Design Services, including Geo-technical investigation, surveying work, preparation and approval of preliminary estimate DPR, from client preparation of tender documents including conceptual drawings, specification for selection of contractor proven, necessary drawings, documents & assistance to contractor for obtaining approval from local bodies & other activities as per detailed scope of work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttarakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.

REF.: NIT No.: NRO/CON/GMC-Rudrapur/693 Dated: 22.06.2020

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

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

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

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

Yours faithfully,

................................................
Authorized Signatory

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

<p>| Company Name* |  |
| Registration Number* |  |
| Registered Address* |  |
| Name of Partners/Directors |  |
| Bidder type* |  |
| Indian/Foreign |  |
| City* |  |
| State* |  |
| Country* |  |
| Postal code* |  |
| PAN/TAN/GST Number* | (PAN/TAN number must have 10 characters. e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMZ9999 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 |  |</p>
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<th>Contact Details</th>
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<tr>
<td>Enter Company’s Contact Person Details</td>
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<tr>
<td>**Title ***</td>
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<tr>
<td>Mr./Mrs./Dr./Shree/Ms</td>
</tr>
<tr>
<td><strong>Contact Name</strong>*</td>
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<td><strong>Date of Birth</strong>* (DD/MM/YYYY)</td>
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<tr>
<td><strong>Correspondence Email</strong>*</td>
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<tr>
<td>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</td>
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<tr>
<td><strong>Designation</strong></td>
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<td>**Phone ***</td>
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<td>(Phone details e.g: +91 044 22272449)</td>
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<td><strong>Mobile</strong>*</td>
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# BANKER DETAILS

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<th>Field</th>
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<td>GST NO*</td>
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<td>ACTIVE BANK A/C DETAILS*</td>
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* Mandatory information (must be filled by the bidders)
FORM OF TENDER
(TO BE TYPED ON LETTER HEAD)

To,

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

Sub: Tender for Providing Comprehensive Architectural & Technical Design Services, including Geo-technical investigation, surveying work, preparation and approval of DPR, tender documents for selection of contractor, necessary approval from local bodies & other activities as per detailed scope of work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttrakhand at Rudrapur Distt. Udhashingh Nagar Uttarakhand.

REF.: NIT No.: NRO/CON/GMC-Rudrapur/693  Dated: 22.06.2020

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

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

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

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

5. We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT”.
6. If we fail to commence the work within 10 days of the date of issue of Letter of intent and/or we fail to sign the agreement and/or We fail to submit Security Deposit cum Performance Guarantee, we agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the ......................................day of .................................................................

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS): ............................................................... 

OCCUPATION

ADDRESS

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

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

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

Date:

Authorized Signatory
Name & Seal
INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5 - Previous Transgression

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

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has
substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor / Monitors

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

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

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

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

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

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

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

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

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

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

Section 9  - Pact Duration

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

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

Section 10  - Other provisions

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

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

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

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

(Office Seal)   (Office Seal)

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

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

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

1.0 Tender for providing Comprehensive Architectural & Technical Design Services including Geotechnical investigation, surveying work for Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Utrakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Work</td>
<td></td>
<td>Providing Comprehensive Architectural &amp; Technical Design Services, including Geotechnical investigation, surveying work, preparation and approval of DPR, tender documents for selection of contractor, necessary approval from local bodies &amp; other activities as per detailed scope of work for Construction of Medical College, development &amp; integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Utrakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.</td>
</tr>
<tr>
<td>2.</td>
<td>Client</td>
<td></td>
<td>Directorate of Medical Education Utrakhand at Rudrapur Distt. Udham Singh Nagar Uttarakhand.</td>
</tr>
<tr>
<td>3.</td>
<td>Brief Scope of Work</td>
<td></td>
<td>Providing comprehensive Architectural consultancy from Concept to Commissioning including planning, designing / Engineering including detailed engineering, surveying &amp; soil testing, Architectural services, structural design, civil work internal &amp; external electrical works including substation DG sets, HVAC, full fitting, alarm &amp; detection, lifts, horticulture, sanitary and plumbing work, drawing &amp; sewage work, compound wall, internal &amp; external finishes, electronics/CCTV/Intercom, interior design IBMS, energy conservation system viz solar system furnishing, internal &amp; external road &amp; landing scalping furniture &amp; fixtures including work stations &amp; loose furniture, structural cabling from networking, EPBAX/PA system, Access control system, video conferencing services LED &amp; light saving sensors, rain water harvesting system, infra structure development, parking, security system &amp; disposal of Bio waste of 600 kg/day etc including all approval/clearance from local, central and state authorities such as pollution control board of state and centre. Central ground water authority, Environment and forest department. Town planning department, Municipality/development authority, fire department, electricity department, water department etc as may be required in order to obtain occupancy certificate and other certificate as required for the project as per MCI requirement.</td>
</tr>
<tr>
<td>4.</td>
<td>Cost of Project</td>
<td></td>
<td>Tentative cost of project is Rs 335.00 Crs. however estimated cost shall be as per approval of DPR by client.</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Fee</td>
<td></td>
<td>Rs. 10,000/- plus GST @ 18% i.e. Rs. 11,800/- only (non refundable)</td>
</tr>
<tr>
<td>6.</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Rs. 6,70,000/- (Rs Six Lacs Seventy thousand only) shall be refunded to unsuccessful bidders</td>
</tr>
</tbody>
</table>
7. **Performance Bank Guarantee** 9.0 5% of Work Order value in the form of Bank Guarantee from Nationalized Bank having validity till end of defect liability period after completion and handing over of the project shall be submitted within 10 days from the date of issue of LOI.

8. **Retention Money** 10.0 5% of the fees payable to consultant shall be retained from the RA bills and shall be released after the defect liability period and statutory approval.

9. **Completion Time** Total period completion of work shall be as fixed 24 months plus 24 months Defect Liability Period & it will start from:
   (a) Date of approval of design/drawings from statutory authorities.
   (b) Date of handling over of hindrance free land for construction.

   No escalation in fee will be payable for this work.

   However association of the consultant shall be till completion of project & obtaining completion certificate from the concerned local bodies and handing over of the project to the client. They are required for carrying out all modifications/ deletion / additions / alteration in / drawing / documents as required by client and EPI for proper execution of works at site.

10. **Design Parameters** The design should be based on National Buildings Code of India (NBC) and shall confirm to all Bureau of Indian Standards (BIS) codes for various services and also shall comply with the requirements of Local Municipality and Development Regulations of Local Development Authority and CPWD DSR 2019

11. **Type of Bid submission** Combined Quality cum Cost Based System (CQCCBS)

12. **Bid validity** 4.0 90 days from date of opening of Price Bid

13. **Defect Liability Period** 74.0 24 Months from the date of completion & taking over of works.

14. **Jurisdiction** Courts in Delhi / New Delhi

15. **Mobilization Advance for the project** 8.0 Nil

**SIGNATURE OF BIDDER**

NAME (CAPITAL LETTERS) : ________________________________

OCCUPATION : ________________________________

ADDRESS : ________________________________

__________________________________

**SEAL OF BIDDER**
AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi on ................................... day of ............................................ between the Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “EPI” which expression shall include its successor and assigns) of one part and M/s.............................................................a firm having its office at .......................................................... (hereinafter called the ‘Associate Consultant’) which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and assigns of the other part.

WHEREAS, EPI, has been appointed as Execution Agency and has been retained as agent by ................................................ for the work pertaining to Construction of Medical College, development & integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttrakhand at Rudrapur Distt. Udhamsingh Nagar Uttarakhhand. (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.

Directorate of Medical Education Uttrakhand at Rudrapur Distt. Udhamsingh Nagar Uttarakhhand shall be referred to as “Client” in this agreement. Now this agreement witness as under:

2.0.0 Scope of Work

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

Providing comprehensive Architectural consultancy from Concept to Commissioning including planning, designing / Engineering including detailed engineering, surveying & soil testing, Architectural services, structural design, civil work internal & external electrical works including substation DG sets, HVAC, full fitting, alarm & detection, lifts, horticulture, sanitary and plumbing work, drawing & sewage work, compound wall, internal & external finishes, electronics/CCTV/Intercom, interior design IBMS, energy conservation system viz solar system furnishing, internal & external road & landing scalping furniture & fixtures including work stations & loose furniture, structural cabling from networking, EPBAX/PA system, Access control system, video conferencing services LED & light saving sensors, rain water harvesting system, infra structure development, parking, security system & disposal of Bio waste of 600 kg/day etc including all approval/clearance from local, central and state authorities such as pollution control board of state and centre. Central ground water authority, Environment and forest department. Town planning department, Municipality/development authority, fire department, electricity department, water department etc as may be required in order to obtain occupancy certificate and other certificate as required for the project as per MCI requirement.
2.1.0 Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of project and attending meetings at site of work or EPI’s Office, Client’s Office as and when required by EPI.

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

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

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

2.1.2 i) Concept design proposal.


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

2.1.3 Preparation and submission of detailed “Master Plan” of entire complex and obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and Statutory Bodies wherever required.

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

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

2.1.5.B Collection of all data and preparation of Environment Impact Assessment report and getting EIA clearance of the project from concerned authorities of state and Central Government as required.

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

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

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

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

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

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

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

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

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

3.0.0 Payment of Consultancy Fees

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

(i) Milestone payment schedule for various activities are as under:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Milestone achieved</th>
<th>Extend of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation of preliminary concept report including preliminary schemes and estimate and its approval, approval of modals as the scope of work specified. On completion of preliminary planning, preparation of detailed project report DPR including preliminary schemes and estimate and approval as per the scope work specified.</td>
<td>10% of the fees payable based on DPR / preliminary cost approved by EPI/Client or estimated per cost of the project put to tender whichever is lower.</td>
</tr>
<tr>
<td>2</td>
<td>Preparation of required drawings and their approval from all local authorities &amp; pre construction approval.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>3</td>
<td>Preparation of detailed drawings, tender documents, specifications and estimates.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>4</td>
<td>During the execution of work (on pro-rata basis) commensurate with the value of the work actually completed at site.</td>
<td>Commensurate with the value of the work actually completed at site.</td>
</tr>
<tr>
<td>(a)</td>
<td>On Completion of 20% of the work.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>(b)</td>
<td>On completion of 40% of the work done.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>(c)</td>
<td>On completion of 60% of the work done.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>(d)</td>
<td>On completion of 80% of the work done.</td>
<td>20% of the fees.</td>
</tr>
<tr>
<td>5</td>
<td>On completion of 100% of the work done.</td>
<td>10% of the fees.</td>
</tr>
<tr>
<td>6</td>
<td>Balance after successful Commissioning of the building/project and getting Completion Certificate from authorities, completion of defect liability whichever is later.</td>
<td>10% of the total fee</td>
</tr>
</tbody>
</table>

Total 100%

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of EPI in this regard shall be final. Fee shall be paid % age of approval estimated cost of project by client or actual cost of project (excluding on EPI’s agency charges, GST, contingencies etc. in both cases) whichever is less.

4.0.0 TERMS AND CONDITIONS

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

4.1.2 5% of the fees payable to Associate Consultant shall be retained from the Running bills as ‘Retention Money’ in addition to the performance guarantee and the performance guarantee shall be released after completion of the project and retention money after the defect liability period to the Associate Consultant.

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

Notwithstanding what is stated in para 3.0.0 and 4.0.0 above, the payment of fees to the Associate Consultant shall be released only after the financial sanction of project is received by EPI from client and money released by the client to EPI against this project. No fees or expenses shall be payable to the Associate Consultant in case work is not awarded to EPI by client due to any reasons whatsoever.

The Associate Consultant shall have no claim on EPI in case release of money if delayed by client or project is not sanctioned to EPI.

4.1.4 The final fees payable to the consultant shall be determined on the basis given in para 3.0.0 and difference, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under para / clause 4.0.0 or on receipt of approval from client / instruction whichever is earlier.

4.1.5 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of structural drawings / shop drawings etc., any number of times, till they are finally approved by EPI, Proof Consultant and client and as required for completion, trial run, defect liability period and handing over of the project to client, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

No revision of fee is applicable in this project till completion except where the client has agreed and paid the same to EPI.

4.1.6 PAYMENT TOWARDS VISITS

All expenses for visits performed by the associate Consultant in connection with planning, designing, detailing, obtaining approval from Client/ EPI Statutory bodies till the stage of approval of “Good for Construction drawings” visits to site during construction and beyond
completion till DLP period, as an when required till completion stage of work are included in the fees of Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

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

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

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

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

ii) Eight sets of preliminary drawings, measurement sheets and estimates to be submitted to client.

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

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

v) Eight sets of detailed estimates and rate analysis of all works.

vi) Adequate number subject to minimum 12 numbers of tender documents and drawings.

vii) Adequate number of additional design, drawings and other documents needed for proper execution of works.

viii) Eight sets of completion drawings and detailed documents.

In addition, associate consultant shall give to soft copies all above document for client / EPI’s reference and record.

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

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

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

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

4.1.14 The Associate Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Associate Consultant, should not exceed by 3% (three percent) of the quantities / cost given by him at preliminary project report stage on the basis of which the project cost is approved by the client. In case EPI has to incur extra expenses due to execution of extra quantities / additional work (not paid by client) to complete the project, the same shall be recovered from the Associate Consultant upto the extent of maximum 15% (fifteen percent) of total consultancy fees. Further, no bonus shall be payable to the Associated Consultant in case of saving in executed quantities as compared to quantities given at pre award stage.

However the above guarantee by Associated Consultant on quantity variation of 3% is on the understanding that basic parameter as considered by Associate Consultant during the preliminary project report stage remains unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the
sanction stage. Final decision in this matter will be taken as per discussions between EPI and Associate Consultant at that stage. Nothing extra shall be payable to the Associate Consultants in this regard and same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.

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

4.1.16 The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate consultant in this regard.

4.1.17 The Associate Consultant shall get the structural design checked & vetted from reputed technical Institute / College viz any NIT, IIT, Govt. Engineering College, Engineering College of State / Central Universities before issuing the structural drawing for execution. All costs related to checking / vetting shall be borne by the Associate Consultant and is deemed to be included in the fees mentioned in para 3.0.0. However, the checking of design and drawings of the Associate Consultant by technical institutes as above shall not absolve the responsibility of the Associate Consultant.

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

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

3. The bidders/ contractor are requested to update/ upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

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

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

4.1.19 Insurance
Associates consultant has to take professional liability insurance policy (PLI) and charges for the same shall be included in the fee quoted by the consultant.

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

4.1.21 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 4.1.10 above owing to reasons attributable to Associate Consultant, liquidated damages @ 1% per week of 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.

4.1.22 FORCE MAJEURE CLAUSE

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

5.0.0 JURISDICTION

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

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

For and on behalf of for and on behalf of
M/s Engineering Projects (I) Ltd.

WITNESSES: WITNESSES:
Special Terms and Conditions: -

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

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

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

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

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

NIT No.: NRO/CON/GMC-Rudrapur/693  
Dated: 22.06.2020

PRICE BID  
(Envelop-2)

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of Item</th>
<th>Consultancy Services fee to be quoted in %age of the estimated cost* of works. (in figures)</th>
<th>Consultancy Services fee to be quoted in %age of the estimated cost* of works. (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Providing Comprehensive Architectural &amp; Technical Design Services, including Geo-technical investigation, surveying work, preparation and approval of DPR, Renovation of existing structure as per client requirement tender documents for selection of contractor, necessary approval from local bodies such as clearance from forest, pollution, railways, fire services, sewage, water supply, electricity &amp; any other department, required for pre-construction stage. Checking &amp; Vetting of all drawings &amp; details submitted by EPC Contractor during execution of work &amp; other activities as per detailed scope of work for Construction of Medical College, development &amp; integrated of existing hospital building at Rudrapur for Directorate of Medical Education, Uttrakhand at Rudrapur Distt. Udhamsingh Nagar Uttarakhand.</td>
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**Note:**

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