

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

NIT NO.: NERO/CON/BB/363

Date. 15.11.2019

SHORT NOTICE INVITING E- TENDER

Engineering Projects (India) Limited invites **open e-Tenders** from the eligible firms who fulfill the eligibility criteria as per the brief particulars of scope for the appointment of Associate Consultant for Design and Engineering Service for "Protection of Balat Village from erosion of river Umngi in South-West Khasi Hills District of Meghalaya (Phase-II)".

Offers are invited from Architect cum Engineering Consultancy firms for appointment of Associate consultant in rendering Design and Engineering Service for "Protection of Balat Village from erosion of river Umngi in South-West Khasi Hills District of Meghalaya (Phase-II)".

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

NAME OF WORK	Architectural and Design Engineering Works for "Protection of Balat Village from erosion of river Umngi in South-West Khasi Hills District of Meghalaya (Phase-II)"
APPROXIMATE COST OF PROJECT FOR WHICH CONSULTANCY SERVICES IS REQUIRED	Rs. 12.65 Crore (Twelve Crore Sixty Four Lakhs Seventy Four Thousand Three Hundred Only)
ESTIMATED COST OF ARCHITECTURAL & ENGINEERING CONSULTANCY	Rs.12.64 Lakhs (Rupees Twelve Lakhs Sixty Four Thousand Only)
EARNEST MONEY DEPOSIT (EMD)	Rs.12,650.00 (Rupees Twelve Thousand Six Hundred Fifty Only)
TENDER FEE	Rs. 2,360.00 (Two Thousand Three Hundred Sixty Only) Including GST @ 18%
COMPLETION PERIOD	12 (Twelve) Months

1.0 Time schedule of Tender activities:

- (i) Last Date & Time of submission of Tenders (online and physical documents): by 29.11.2019 up to 10:00 am
- (ii) Date & Time of online opening of tenders (Techno-Commercial Bid): 29.11.2019 up to 03:00 pm.

2.0 ELIGIBILITY CRITERIA

Architectural consultants who fulfill the following requirements are eligible to participate in this tender.

- (i). The Architect/Engineering Firm must have carried out atleast one similar work of Architectural and Design Engineering Works like drawing, design, preparation of plans, architectural & structural drawings, boq etc. of works in weak/moderate soil conditions, within past 7 years from the date of NIT, having project value not less than Rs. 5.00 Crore in Govt./PSU Project. However certificates issues by parties such as Public limited companies, Non Government organizations can be considered only if they are supported by **TDS certificates** in support of value of work done by the tenderer.

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

(ii). The Bidder should have had Average Annual Financial Turnover of not less than 10.00 Lakh in the last three years ending 31.03.2019 duly certified by a Chartered Accountant.

(iii). Bidder should submit copies of PAN CARD, GST Registration & Income tax return for last 3 financial years.

3.0. 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 <https://www.mstcecommerce.com/eprochome/EPIL>.

- i. Notice inviting tender, Special Instructions to Bidders for Tendering
- ii. Agreement for Design, Engineering and Consultancy (Annexure-I)
- iii. Price bid format for reference.

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

Interested bidders have to necessarily register themselves on the portal <http://www.mstcecommerce.com/eprochome/EPIL> through M/s MSTC Ltd., Kolkata to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s MSTC Ltd., Kolkata at following address to complete the registration formalities:

M/s MSTC Limited,
30 / 31A, 1st Floor, Jeevan Vikas Bhawan,
Asaf Ali Rd, New Delhi,
Delhi-110006
Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850

Availability: 10 AM to 5:30 PM on all working days. Email-ID: mstcnro@mstcindia.co.in
They may obtain further information regarding this tender from DGM (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 <http://www.mstcecommerce.com/eprochome/EPIL> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s MSTC Ltd., directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

5.0 Bidders can download the bid document from the portal without paying document fees in advance; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay **2,360/- (Rupees Three Thousand Three Hundred Sixty only) (GST @ 18% included)**, the GSTIN of EPI for Assam is 18AAACE0061C1ZC as non-refundable document fees in the form of Demand Draft in favour of **"Engineering Projects (India) Ltd."** payable at Guwahati.

The fees to be paid to MSTC are separate.

7.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at "Addendum to Instructions to Tenderers" on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted.

The bid must be accompanied by Earnest Money Deposit (EMD) of **Rs. 12,650.00 (Rupees Twelve Thousand Six Hundred Fifty Only)**. This shall be in the form of Crossed Demand Draft or Pay Order (in CTS form) of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring **“Engineering Projects (India) Ltd.”**, payable at Guwahati. The EMD shall be valid for minimum period of 150 days (one hundred fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, EMD (In original), Power of Attorney, NSIC/MSME (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.1 (i) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 14.0 below as stipulated under Time Schedule of Tender Activities. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

- 8.0** The Terms & Conditions contained in the NIT and tender document shall be applicable.
- 9.0** The tenderers should note that the credentials such as value and volume of works completed, as submitted by the tenderers along with their offers shall be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.
- 10.0** 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 <https://www.mstcecommerce.com/eprochome/EPIL> the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
- 11.0** The tenderers should note that the credential such as value and volume of works completed as submitted by the tenderers along with their offers may be forwarded by EPI to the owner, DGAR for his opinion. The offer of the tenderers against whom the Owner does not give satisfactory remarks shall be rejected by EPI.
- 12.0** The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 bidder shall be accepted subject to the confirmation of the authenticity of the PQ documents/BG from the concerned department/Bank.
Hence the intending bidders must furnish their e-mail id and contact phone number along with the techno-commercial part. In case the PQ documents such as work experience certificate, bank solvency certificate etc. submitted by a bidder is found to be fake the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.
- 13.0** EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.
- 14.0** In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to

any one of such bidder.

15.0 Tender documents shall be issued by and submitted to:

General Manager
Engineering Projects (India) Ltd.
North Eastern Regional Office
4th Floor, Hindustan Tower,
Jawahar Nagar, National Highway No.37,
Guwahati (Assam) -781022
Ph no: 08486653300
E-Mail ID: nerocontracts@gmail.com

16.0 Contact details for only site/project related quarries:

Shri D. Dash, DGM
Mobile No: 9831405999

For more information on EPI, visit our website at: [http:// www.engineeringprojects.com](http://www.engineeringprojects.com)
For more information on the e-tender, visit website of MSTC at:
<https://www.mstcecommerce.com/eprochome/EPIL>

General Manager
(NERO)

AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Guwahati on day of 2019 between the Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 Institutional area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as the “EPI” which expression shall include it’s successor and assigns) of one / part and M/s a firm having it’s office at (Hereinafter called the “Associate Consultant”) which expression shall, unless repugnant to the context of 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 Ministry of Jal Shakti, Government of India for the work pertaining to the Protection of Balat Village from erosion of river Umngi in South-West Khasi Hills District of Meghalaya (Phase-II)”. (herein after referred to as the “Project”).

Now therefore, this agreement witness 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 herein after mentioned.

Ministry of Jal Shakti, Government of India shall be referred to as “Client” in this agreement.

Now this agreement witness as under:

1.0.0 **Scope of Work**

The details of works in the scope of this Agreement are as under:-

Sl. No.	Name of Works	Locality
1.	Design Engineering & consultancy work including preparation of concept note and plans, DPR, Drawings & Design, Architectural & Structural Drawings, Preparation of BOQ including design vetting, if required by Client to do so.	South-West Khasi Hills District of Meghalaya

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 pertaining to the works mentioned above.

2.1.0 **Inspection Report:**

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 **Report on survey and Alignment option:**

To prepare necessary alignment option after completion of detailed Topographical survey & Geotechnical investigation at site locations have to be done by the party. Based on survey & soil report. The detail report required to be prepared and to be submitted in hard copies (at least three set) with seal & sign.

2.1.2 **DPR & Final Report:**

- a. Preparation of various Architectural views, submission of the design alternatives for the conceptual design including that for the bridge including of cost saving in required detail and submission of final concept, design philosophy and the structural system including foundation for various components of the scheme. All notation, abbreviations and symbols used in the reports, documents shall be as per IRC: 71-1977.
- b. Preparation and submission of Detailed Project Report (DPR) based on requirement of project and interaction with EPI / Client.
- c. Submission of 'cost estimates' indicating specifications to be adopted for box culvert / structures / Fencing on culvert deck and getting necessary approval from client.

- d. Preparation of General Arrangement Drawings, while include plan, L-section and Cross-section, etc.
- e. Preparation of 3D-animated presentation (walk though) of minimum 2 minutes duration of the projects.

2.1.3 Submission of the design alternatives for conceptual designs:

- 1. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for bridge/ box culvert and fencing on bridge deck, other sub -structures including wing wall etc complete and including getting the necessary approvals from client and statutory bodies, wherever required.
- 2. Preparation and submission of construction program, method of construction sequence of construction activities, method statement for critical activities and salient technological features.

2.1.4 A Preparation and submission of detailed Architectural / Structural drawings, designs and specifications for bridge/ structures suitable for construction and releasing to site including getting necessary approval from client, wherever required.

2.1.4 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.

2.1.5 Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule based on approved Architectural/ Structural drawings, complete, suitable for construction and release to site including getting approvals from client, wherever required.

2.1.6 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 2.1.4.A, 2.1.4.B & 2.1.5 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. Tender documents may be required to be submitted for 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 or latest guidelines/ circular of MOSRT & H and relevant publication of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS)/ as per EPI's requirement at the time of invitation of tender by EPI.

2.1.7 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.

2.1.8 Visit to site as and when required by EPI 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.

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

3.0.0 Payment of Consultancy Fees
For the Consultancy
Services as per Scope
in the agreement

Deleted

..... % (.....
percentage only) of the completion
cost of works for which associate
Consultant has rendered the services
and as paid to EPI by client (The cost
of the work being excluding EPI's
agency charges, Service tax,
Contingencies, cost increase due to
quantity variation ,escalation etc).

4.0.0 Mode of Payment
On completion of work under clause

4.1.0	Advance on award of work	5%	of total Consultancy fee (Upon signing of agreement and after receipt of initial advance from Principal Employer)
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4.1.1	2.1.0 to 2.1.2	25%	of total Consultancy Fee
4.1.2	2.1.3	10%	– DO –
4.1.3	2.1.4 A & 2.1.4B	15%	– DO –
4.1.4	2.1.5 & 2.1.6	10%	– DO –
4.1.5	2.1.7	10%	– DO –
4.1.6	2.1.8	15%	– DO –
4.1.7	2.1.9	10%	– DO –

100 %

In case certain works out of the works mentioned above (from Sl. no. 2.1.0 to 2.1.9 above) are not required to be executed, the amount due against it, will be paid to the Associate Consultant on constructed fencing on box culvert/ Bridge with Sluice iron grill and units getting ready for handing over to client.

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of EPI in this regard shall be final.

5.0.0 **TERMS AND CONDITIONS**

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled/ nationalized bank to the extent of 5% of the value of

total consultancy fees of Associate Consultant within 7 days of 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.

- 5.1.2 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.
- 5.1.3 The payment of stage 4.1.0 (upon award of works) shall be released after Associate consultant furnishes bank guarantee of equivalent amount from a scheduled / nationalised bank on the Proforma of EPI. This bank guarantee shall be initially valid for six months and shall be released after substantial completion of stage 2.1.7. In case payment of stage 4.1.0 is not drawn due to non-furnishing of bank guarantee, the same shall be released along with the substantial completion of stage 2.1.7.
- 5.1.4 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 is delayed by client or project is not sanctioned to EPI.
- 5.1.5 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.
- 5.1.6 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of shop drawings etc. any number of times, till they are finally approved by EPI, Proof Consultant and client and as required for completion, trial run, defect liability period and handing over of the project to 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.

5.1.7 **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' and additional 5 (five) visits to various project sites, during construction and completion stage of work are included in the fees of Associate Consultant mentioned in para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

However, for any visit beyond 3 (three) visits as above to various project sites, if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed by EPI (over and above the consultancy fees) at the rates given below.

(a) For Proprietor, Director, Sr. Architects and Sr. Structural Engineers or other equivalent officers of this cadre of Consultant, actual economy class airfare / taxi fare plus Rs. 3,000.00 (Rupees Three Thousand Only) per day for the duration of stay (to cover expenses on boarding, lodging and outer incidental expenses).

(b) For Junior Staff actual first class rail fare or bus fare plus Rs. 1,500.00 (Rupees One Thousand Five Hundred Only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

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

- 5.1.8 The Associate Consultant shall prepare necessary models & walk through presentation, if required, in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model is not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI in actual.
- 5.1.9 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 on consequence of the foreclosure of the whole or part of the work.
- 5.1.10 The Associate Consultant shall supply free of charge to EPI, the following documents
- (i) Six numbers of copies of project report referred in clause 2.1.2.
 - (ii) Six sets of preliminary drawings, measurements sheets and estimates to be submitted to client.
 - (iii) Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any.
 - (iv) Six sets of each of all working drawings for Architectural / Structural, 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) Six sets of detailed estimates and rate analysis of all works.
 - (vi) Adequate number subject to minimum 12 set of tender drawings.
 - (vii) Adequate number of additional design, drawings and other documents needed for proper execution of works.

(viii) Six sets of completion drawings and detailed documents.

In addition, associate Consultant shall give two soft copies of all above document for Client / EPI's reference and record.

- 5.1.11 The associate Consultant will be required to submit the drawings and documents as per time schedule furnished below:

Sl. No.	Description / Stage	Time period
1	Completion of all the works covered under clauses 2.1.0 to 2.1.6	Thirty days from the date of firm order.
3	Completion of all the works covered under clauses 2.1.7 to 2.1.8 and submission of all the drawings and documents mentioned under clause 2.1.7 to 2.1.8	As and when required at site.
4	Completion of all the works covered under clauses 2.1.11 and submission of all the drawings and documents mentioned under clause 2.1.9.	As and when required at site.

The Consultant shall complete the above said works within the time schedule stated above. No extension of time for completing the above 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 work.

- 5.1.12 All design and drawings 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 reproducible on tracing paper. The proprietary rights of design shall remain with EPI.
- 5.1.13 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 MOSRT & H, CPWD, EPI norms as desired by EPI and or / Client.
- 5.1.14 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 Associated 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 the work, if any defect is noticed in the drawings, design, specifications, plans, estimates or other documents, the Consultant shall provide free of cost to EPI fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by EPI in this regard. The Consultant shall also indemnify EPI for losses due to such defective drawings / designs / specifications / estimates / other documents supplied by the Consultant subject to a maximum of the consultancy fees.

- 5.1.15 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 in 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 undertaking that basic parameters as considered by Associate Consultant during the preliminary project report stage remain unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the 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 Consultants in this regard and same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.

- 5.1.16 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 consequences / any actions due to any such infringement. Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.
- 5.1.17 The statutory deduction of income tax or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate Consultant in this regard. However, the service tax and cess thereon only as applicable on consultancy fees shall be reimbursed to Associate Consultant over the fees mentioned in para 3.0.0 on submission of proof of depositing the same with statutory authorities.
- 5.1.18 The Associate Consultant shall get the structural design checked & vetted from reputed technical Institute/ College viz any NIT,IIT, CBRI, SERI, Govt. 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.

- 5.1.19 The agreement may be terminated at any time by EPI upon one month's 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.

6.0.0 **PENALTY**

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

7.0.0 **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.

8.0.0 **ARBITRATION**

There shall be no Arbitration Clause for this contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned below:

ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS/ MINISTRIES

- (i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.
- (ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

This agreement will be deemed to have been executed at Guwahati and courts in Delhi / New Delhi alone will have the jurisdiction to entertain any matter arising out of this agreement.

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

For and on behalf of

For and on behalf of

M/s

M/s Engineering Projects (India) Ltd.

Witness

Witness

- 1.
- 2.

- 1.
- 2.

(Affidavit Performa)

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

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Special instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid)

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

Broad outline of submissions are as follows:

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

Submission of Documents:

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

List of Documents:

Sl.No.	Description of the Documents
A)	Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online in MSTC portal
1.	Earnest Money Deposit in the form of DD or Bankers' Cheque
2.	Tender fee inclusive of GST in the form of DD or Bankers' Cheque (Separate tender processing fee to be paid online to MSTC)
3.	Experience certificate of having executed similar works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BS/NSE or private party) as per the NIT
4.	Balance Sheet and profit and loss statement for the latest 03 Financial Years.
5.	PAN
6.	GST Registration Certificate
7.	EMD/ Tender Fee exemption certificate (only for tenderers who intend to avail exemption of EMD/ Tender Fee) (if applicable as per NIT).
8.	Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)
9.	All tender documents duly signed and stamped or digitally signed.
10.	The certificate of site visit duly countersigned by EPI site official or in absence of which an undertaking is required to submit by the bidder.

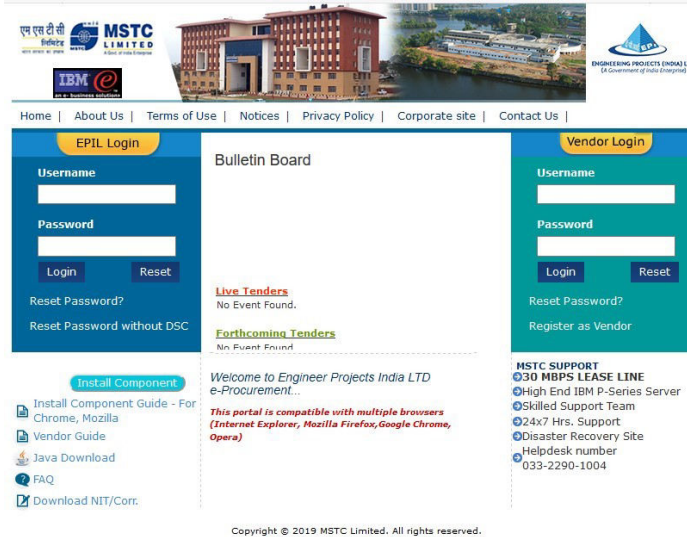
B)	Documents to be submitted in Physical form at the given address as per timeline given in NIT The Envelop shall bear (the project name, the tender no and the words (DO NOT OPEN BEFORE (due time & date))
1.	Earnest Money Deposit as per NIT
2.	Tender fee as per NIT
3.	Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)
4.	EMD/ Tender Fee exemption certificate if applicable.
5.	Any other relevant important Documents required as per NIT.

Contact Persons Name & Address:

Dy. General Manager
Engineering Projects (India) Ltd.
North Eastern Regional Office
4th Floor, Hindustan Tower,
Jawahar Nagar, National Highway No.37,
Guwahati (Assam) -781022
Tel No. 8486653300
Email id- nerocontracts@gmail.com

Bidder's guide for EPIL portal:

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



Digital Signatures

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

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

The list is as under:

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

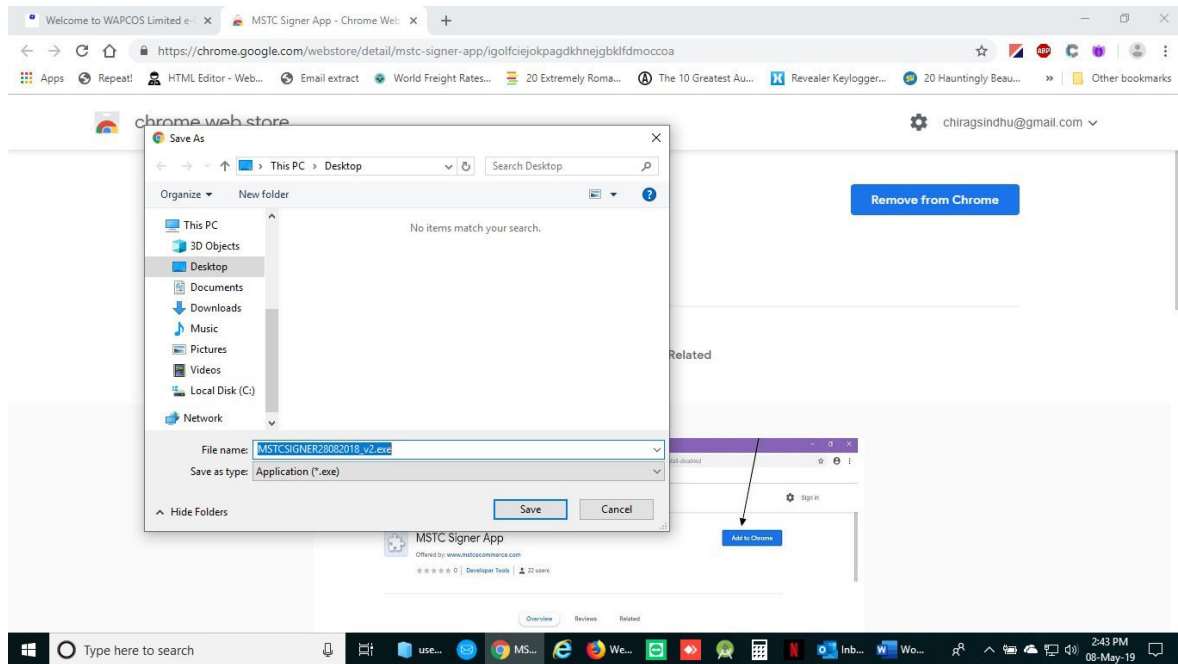
System Settings

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

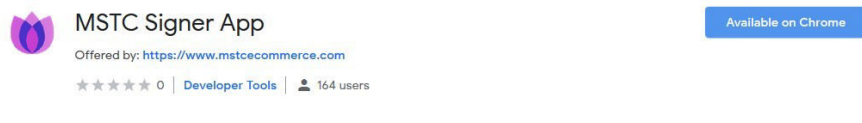
Install Component

all Component Guide - For

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:

A screenshot of the 'Vendor Login' form. The form has fields for 'Username' and 'Password', and buttons for 'Login', 'Reset', and 'Register as Vendor'. There is also a link for 'Reset Password?'.

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

The screenshot shows the 'New Registration' form for MSTC Limited. The form is divided into several sections: 'Personal Information' (Company Name, Contact Person, Company Type), 'User Preferences' (Username, Password, Retype Password), 'Your Contact Details' (Email Id, Mobile Phone No., Day Phone, Fax No.), and 'Your Contact Address' (Street, City, Pin, District, Country, State). There are also checkboxes for 'Other' and 'Field Disabled'.

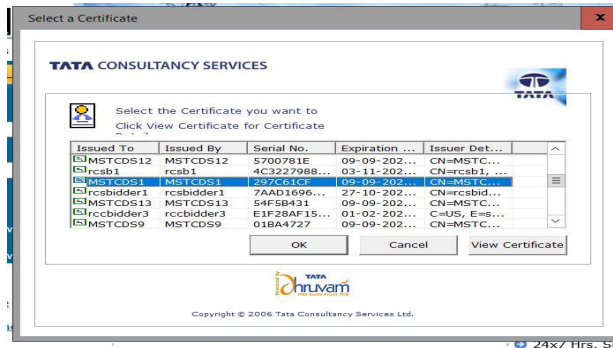
4. Once the registration is done, login with your user name and password:

The screenshot shows the 'Vendor Login' page. It has a blue header with 'Vendor Login' in yellow. Below the header, there are input fields for 'Username' (containing 'epilvendor1') and 'Password' (masked with dots). There are 'Login' and 'Reset' buttons. At the bottom, there are links for 'Reset Password?' and 'Register as Vendor'.

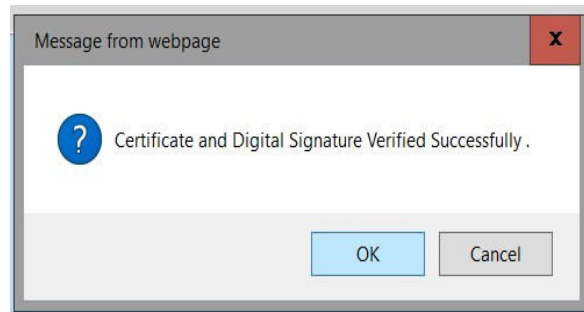
5. System will ask you to verify your digital signature

The screenshot shows a window titled 'Register/Verify your Digital Certificate'. It contains a text area with the following text: 'I agree with the terms and conditions of MSTC e-Procurement portal. My Credentials: Contact Person: MSTCDS1eMail: mstcepro@PAN: VFMPG2919B PrincipalId: 102 DSC verification Code: Your Unique DSC verification Code is: 1156'. There is a 'Click to register/verify your digital certificate' button. Overlaid on this is a 'SignerUtility V.1.1' window showing the 'MSTC LIMITED' logo and a 'Select Certificate' button. Below the logo, there is a table with the following columns: 'Issued To', 'Issued By', 'Issue Date', and 'Expiration Date'. The table is currently empty.

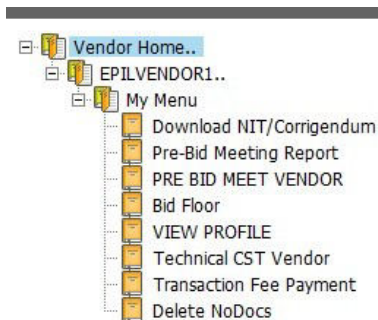
6. Press Ok and select your digital signature from the List:



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).

Transaction Fee Payment Form Details:

- Select a Event: [Dropdown]
- Transaction fee: 1180.0
- Select Payment Type: ☒ NEFT/RTGS ☐ Online Payment
- Proceed To Payment
- Note:
 - Payment should be made within 3 days after generating the Challan for NEFT/RTGS otherwise the challan shall become invalid.
 - For making payment through Online Payment option, please make sure that your website address has https and you have enabled "access data sources across domains" under Miscellaneous tab. (Tools --> Internet Options --> Security --> Custom Level --> Miscellaneous).
 - Bidders are advised not to combine different challans (in NEFT/RTGS option) while making payment towards transaction fee for different e-tenders. For every challan generated from the system, separate payment should be made; else such combined payment for two or more e-tenders won't be considered.
 - Online Payment option can be used in IE version 9 and above only.

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

ITEM NO	ITEM Name	Price Bid	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1	BUILDING	Download Upload Price	Final Submission	Withdraw Bid Submit regret letter with	Delete Bid	No Bid Saved

E-Tender Technical Cum Price Bid

Lot No/Lot Name	Cover 1	Cover 2	Final Submission	Withdraw Bid	Delete Bid	Bid Status
1 test 1	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	Price Saved
2 test 2	Techno-Commercial	Price	Final Submission	Withdraw Bid	Delete Bid	No Bid Saved

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.

(PLEASE ENTER ALL VALUES AND CLICK ON SAVE BUTTON TO SAVE YOUR OPINIONS)		
Purchaser's Specification		Agree
1 Technical Terms		
1.1	a	Agree <input type="button" value="Agree with remarks"/>
1.2	a	Remarks <input type="button" value=""/>
1.3	a	AGREE <input type="button" value=""/>
1.4	a	Agree <input type="button" value="Agree"/>
1.5	a	AGREE <input type="button" value=""/>

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

UPLOAD DOCUMENTS	
Select Cover :	Technical Bid <input type="button" value=""/>
spec	<input type="button" value="Browse..."/>
<input type="button" value="Upload"/>	
<input type="button" value="Back To Floor"/>	

- 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.

Upload Price Bid File :17-18-ET-19-5312-38840-Book2.xls	
• Browse File : <input type="button" value="Browse..."/>	
Uploaded File Details	
• File Name :	File Size[bytes] : Encrypted File Size[bytes] :
• File Size % Increase After Encryption :	
• Uploaded And Encrypted Bid File:	
<input type="button" value="Upload And Save Encrypt File"/>	

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

16. For E-Tender Technical Cum Price Bid:

- a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.

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

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

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

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

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

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.
