



ENGINEERING PROJECTS (INDIA) LTD
(A Govt. of India Enterprise)
PCO BHUBANESWAR, ODISHA

NOTICE INVITING e- TENDER (NIT)

NIT No: PCO/BBSR/950/207

Date: 11.11.2024

Tender for providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kendrapara district, Odisha.

- 1.0 Engineering Projects (India) Ltd. invites online **open tender on Percentage Rate Basis** on behalf of **Mission Directorate, National Health Mission, Department of Health & Family Welfare, Govt. of Odisha** through e-tendering who are meeting eligibility criteria as listed below and reputed, financially sound having technical competence, proven experience and registered with Council of Architecture for **“Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimate, DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kendrapara district, Odisha.”** under **Single Stage Two Cover system (Technical Bid & Price Bid)** for the following work :

Sr. No	NAME OF WORK	ESTIMATED COST OF PROJECT FOR WHICH SERVICE TO BE PROVIDED (Excluding GST)	COMPLETION PERIOD	TENDER FEE	EMD
1	Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR including conceptual drawings and specifications as per scope of work for execution of IPHL, PHC, CHC health projects approved under NHM, PM-ABHIM, 15 th FC, ECRP-II etc. in Kendrapara district, Odisha	Rs. 32.90 Cr	02 Months (Pre-Construction activity and up to completion of the project)	Rs. 2,360/-	Rs. 29,616/-
	Total Estimated Cost of Project =	Rs. 32.90 Cr			

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2.0 Brief Scope of Work

Definition: - 'Client'- Mission Directorate National Health Mission, Department of Health & Family Welfare, Govt. Of Odisha

NHM has entrusted the renovation and construction of various Block level Primary Health Centers (PHCs), Community Health Centers (CHCs), BPHUs, IPHLs, CCB Buildings, CSSD, ETP etc. in different districts of Odisha, in accordance with the Indian Public Health Standards, to a suitable and qualified construction agency. The Public Sector Unit (Govt. of India Enterprises) Engineering Projects (India) Ltd is hereby engaged by NHM, Odisha as its Project Management & Executing Agency for executing the renovation and construction of various Block level Primary Health Centers (PHCs) and Community Health Centers (CHCs), BPHUs, CCBs, IPHLs, MCH Buildings, CSSD, ETP etc. identified by NHM, Odisha in different districts of Odisha ("**Health Institutions**"), in accordance with the Indian Public Health Standards (hereinafter referred to as the "**Project**").

Scope of work covers but not limited to Concept to Commissioning, Engineering Consultancy for Planning, Architectural and Structural design and drawing for the total building including Internal & External electrical works, Substation, DG sets, Fire Fighting, Sanitary and Plumbing works, Drainage & Sewerage works, Compound wall, Air Conditioning, Audio Visual System, Acoustic and interior furnishing, lifts, Solar PV etc. including vetting of drawings, all approval/clearances from local, state bodies as may be required including all the periodical site visits to site by Consultant/design team as required as per scope of work (Excluding Soil Investigation).

For CCB and CHC in all districts EPIL has prepared primary drawing for plan, structure, MEP, Fire Fighting, DPR, preliminary estimate which are not included in the scope of consultant. The consultant has to do balance work for CCB and CHC.

Apart from above, any other services not covered above but required as per direction of EPI and as per detailed scope of work is included in the draft agreement along with NIT.

Assistance in preparation of tender documents (if required) generally as per prevailing CPWD/OPWD/CVC, drawings, specifications, bill of quantities and other bid documents required to undertake construction of project. Submission of bid documents to 'Client' and taking approvals.

Modify Design and drawings if so decided by 'Client' or EPIL and submit the same for formal Approval of the 'Client'. Approval and Modifications/Revisions/Improvements, Changes in Design and Drawings during site execution requirement, as per 'Client', EPIL, PWD requirement has to be taken by Consultant.

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 equipment, preparation of AMC documents, detailed measurements of civil and MEP Provisions for maintenance of the building (post construction). Relevant site visits during defect liability period.

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3.0 Time schedule of Tender activities:

I.	Start Date & Time for Downloading of tender documents	11.11.2024 from 05.00 PM
II.	Last Date and Time for submission of pre bid queries	07 days prior to bid submission date up to 05.00 PM
III.	Last Date & Time of Online Submission of Tenders:	02.12.2024 up to 05.00 PM
IV.	Date & Time of online Opening of tender (Technical Bid):	02.12.2024 at 05.30 PM

4.0 Minimum Pre-Qualification/ Eligibility Criteria: -

Method of Evaluation- Quality cum Cost Based Selection (QCBS) Criteria:

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, **Quality and Cost Based Selection (QCBS)** specified hereunder. 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 hereunder.

(a) The Architect and Design Consultant firm should have experience of successfully completed assignment of Comprehensive Architectural and Engineering Consultancy services from concept to commissioning of similar work during the last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar works, each costing not less than the amount equal to **FORTY PERCENT (40%)** of estimated cost of project for which service to be provided.

OR

Two similar works, each costing not less than the amount equal to **FIFTY PERCENT (50%)** of estimated cost of project for which service to be provided.

OR

One similar work of aggregate cost not less than the amount equal to **EIGHTY PERCENT (80%)** of estimated cost of project for which service to be provided.

“Similar work” shall mean Consultancy Services including Architectural & Structural, M.E.P Services and Development of hospital building.

Note- Bidder shall submit copies of Completion certificates along with LOA / LOI, Contract agreement clearly mentioning the detail scope of work, value of work, date of start, time as per LOI and actual date of completion and actual value of work completed. The experience certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer. In case the verification of certificate will not be received within the stipulated time

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given by EPIL then the same will not be considered for evaluation of bidder.

- (i) For evaluation purpose, the completion cost of works mentioned in the Completion Certificate shall be enhanced by Seven Percent (7%) per annum till the end of month prior to date of NIT.
 - (ii) **The experience certificates issued by any Government Organizations / Semi Government Organizations / Autonomous Bodies / Municipal Bodies / Central and State PSUs shall be accepted for assessing the eligibility of the tenderer. However, the completion certificates issued must be supported by work order/Agreement & completion certificates**
 - (iii) The Joint Ventures/ Consortium are not accepted.
- b) Should have average annual financial turnover on consultancy services amounting at least 50% of the estimated consultancy fee put to tender **(Rs. 7.40 Lakhs)** during the last three consecutive financial years ending on 31.03.2023. Turnover certificate with balance sheets duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
 - c) Should not have incurred any losses in more than two years during the immediate last five consecutive financial years, ending 31.03.2023, Copies of Annual report/balance sheet and a No loss Certificate duly certified by a Chartered Accountant along with UDIN issued by ICAI is also to be submitted.
 - d) One of the Director/Partner/Proprietor of company should be registered with 'Council of Architecture' & should have minimum ten years of experience in the field of Architectural & Engineering Consultancy work or Bidder can associate with an Architect who should be registered with 'Council of Architecture' & should have minimum ten years of experience in the field of Architectural & Engineering Consultancy work.
 - e) Bidder shall furnish details of Skilled and Trained Manpower Including Architect, Engineers, and Technical staff employed and detail of software and hardware etc. available with the consultant.
 - f) Bidder having office in Odisha state with Copy of proof of Office Address. (Rent agreement or any other supporting document)
 - g) Bidder has to submit undertaking regarding details of Constitution of firm/Company along with the details of its Directors as per enclosed Annexure-C. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per Annexure-C their bid will be rejected.
 - h) The Bidder should not be currently declared ineligible / suspended / blacklisted / banned / debarred by EPIL or by any Central/State Govt. Department/Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid. Bidder has to submit a notarized self-declaration with the bid in respect of the same that **“(.....Agency Name...) has not been currently declared ineligible / suspended / blacklisted / banned / debarred by EPIL or by any Central/State Govt. Department/Public Undertaking or Enterprise of Central/State Government and such ban should not be in force at the time of submission of the bid or extended deadline for submission of bid”**.

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- i) The Associate Consultant will have to make available 02 personnel (One Architect and One Civil Engineer) at Bhubaneswar for day to day coordination with the Client and EPI. The rate of recovery in case of Non-compliance will be as follows:
1. Architect with 10 years of experience - Rs. 50,000/- per month
 2. Civil Engineer with 10 years of experience - Rs. 50,000/- per month

The compliance period will be applicable for entire project duration (24 months as per agreement with Client) including extended time w.e.f 22.10.2022. The Associate consultant shall make his own arrangements to accommodate the above deputed staff at Bhubaneswar.

Notwithstanding anything stated in tender, EPI reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of EPI. In case, tenderer's capabilities and capacities are not found satisfactory, EPI reserves the right to reject the tender. The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.

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5.0 Evaluation of the bidder for Technical Pre-qualification:

5.1 Part 1– Technical Criteria (Max Marks= 50)

Sr. No.	Minimum Requirements	Documents to be submitted	Max Score
(i)	The consultancy firm/ company must be registered and incorporated in India under relevant clause of Indian Companies Act and operating since last 7 financial years ending on 31.03.2022.	Copy of Certificate of Incorporation/ registration certificate of the company/proof of Organization set up	Max. Marks=05 >10 Years= 05 Marks 7-10 Years= 2.5 Marks <7 Years= 0 Marks

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(ii)	<p>The bidder must have successfully completed Architectural, Design & Engineering Consultancy services for construction of Hospital Building including associated MEP works during the last seven years ending last day of the month previous to the one in which applications are invited.</p> <p>The project shall include DPR Preparation, Architectural, Structural, MEP design & drawings etc.</p>	<p>Copy of completion certificate issued by Client with Work Order clearly mentioning about the scope of work.</p>	<p>Max. Marks=30</p> <p>(20 Marks for 1 project with project value of minimum project value Rs. 26.32 Cr.)</p> <p>Or</p> <p>(20 Marks for 2 projects each project with consultancy value of minimum project value Rs. 16.45 Cr.)</p> <p>Or</p> <p>(20 Marks for 3 projects each project with consultancy value of minimum project value Rs. 13.16 Cr.)</p> <p>Additional 10 Marks for completing consultancy services of:</p> <p>a) More than 03 projects with consultancy value of minimum project value Rs. 13.16 Cr.</p> <p>Or</p> <p>b) More than 02 projects with consultancy value of minimum project value Rs. 16.45 Cr.</p> <p>Or</p> <p>c) More than 01 project with consultancy value of minimum project value Rs. 26.32 Cr.</p>
(iii)	<p>Bidder Having office in Odisha state.</p>	<p>Copy of proof of Office Address. (Rent agreement or any other supporting document)</p>	<p>Max. Marks= 10</p> <p>5 marks for establishment of office since 5 years.</p> <p>Additional 01 marks for each year more than 5 years maximum up to 5 marks</p>

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(iv)	Minimum Manpower Requirement– Full time employee on pay roll of bidder working in India should be 10.	Certificate on the letter head countersigned by CMD/MD/Director/ Head of HR of the bidding organization.	Max. Marks= 5 <10 nos = 0 Marks 10– 20 nos. = 3 Marks >20nos. =5 Marks
(v)	No. of litigation/arbitration/dispute cases during the last ten years only with client (from F.Y 2013-14 to 2022-23) in connection with any contract executed by the bidder.	Self-Declaration is to be provided by the bidder mentioning details of cases.	Marks in Negative: >5 Cases = -5 marks 2-5 Cases = -3 marks 0-2 Cases = 0 Marks
(vi)	The bidder firm must not have been blacklisted/debarred Indian Government/Semi-Govt./Public Sector Undertaking/any Government Organization anywhere in the world.	Notarized self-declaration to be submitted by the bidder.	Mandatory
(vii)	The Director/ Partner /Proprietor/Principal Architect of the Company should be registered with Council of Architecture; India should have minimum experience of 10 years after obtaining Architectural Degree.	COA certificate with experience details to be submitted.	Mandatory

5.2 Part 2– Financial Criteria (Max Marks= 20)

S. No.	Minimum Requirements	Documents to be submitted	Max Score
(i)	The applicant should have an average annual turnover of Rs. 7.40 lacs in the last three financial years ending on 31.03.2023 of Design & Engineering Consultancy services (Excluding Project Management/ Supervision Services).	Audited Financial Statements for last five financial year sending 31.03.2023 duly certified by a Chartered Accountant with UDIN issued by ICAI is to be submitted.	Max. Marks= 10 Rs. 7.40 Lakhs- Rs.50 Lakhs = 5 Marks Rs. 50 Lakhs - Rs. 75 Lakhs = 7 Marks >Rs.75 Lakhs = 10 Marks

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(ii)	The bidder should have not incurred any loss (Profit after tax should be positive) in more than two consecutive financial years during the last five financial year sending on 31.03.2023.	Audited Financial Statements for last five financial years sending 31.03.2023 duly certified by a Chartered Accountant with UDIN issued by ICAI is to be submitted.	Max. Marks = 10 For no loss in more than two consecutive financial years during the last five financial year = 5.0 marks Additional 05 marks for no loss in the last five years
(iii)	The copies of PAN and GSTN in case of Indian Bidder.	Signed and stamped copies of all documents.	Mandatory
(iv)	Submission of EMD and tender fees as per NIT or MSME/NSIC certificate with exemption letter.	To be submitted as per Clause 8.0	Mandatory

Note: Minimum 55 marks in total of Part-1(Technical criteria) & Part-2 (Financial Criteria) is to be secured by bidder.

Proof against each criterion is to be attached by bidder.

5.3 Part 3– Presentation by the selected bidder (Max Marks=30)

The bidders scoring minimum 55 marks in above Part 1 and 2 shall be invited to make presentation to Committee Constituted by EPI to demonstrate their technical and financial capabilities. The maximum score for making the presentation is 30 marks. The score will be provided based on bidders potential to execute design and engineering for Public Buildings based on depth of their experience, expertise of technical manpower to adopt new and emerging technologies etc as listed below:

1	Conceptual Presentation The conceptual presentation shall necessarily have a concept plan for the project. The concept plan shall be based on the requirements and the basic conceptual design and elevations. The evaluation shall be on the basis of the planning, design, 3Dmodel, 3D walk through, use of smart concept in the projects etc. as listed below:
a)	Master Planning and zoning (cost effectiveness, site utilization, site orientation, Landscape blending with existing profiles, Economical design of buildings and services). (10 marks)
b)	Design Concept Planning (Aesthetics, Environmental considerations, use of new technologies, and use of innovative architectural features). (05 marks)
c)	Presentation (Knowledge of Building Byelaws & statutory requirements, Interpretation of Design concept and overall presentation). (15 marks)

Note: A Minimum 15 marks are to be secured by bidder in Part 3– Presentation.

The presentation will be at EPIL, Bhubaneswar. The time and venue for presentation will be intimated separately.

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Short listing of technically qualified bidder will be based on the minimum 70 marks in aggregate obtained in Part1, Part2 & Part3. However, EPI reserves the right to select any one bidder or multiple bidders for association depending upon their credentials/competencies/project requirements/prevaling market condition, etc. at its sole discretion without assigning any reason.

5.4 Opening and Evaluation of Financial Bid

The Financial bids of "Technically qualified" bidders shall be opened. The Proposal with lowest Consultancy fee will be given a Financial Score of 100 and other financial Proposals will be given financial scores which is ratio of lowest offer to their offered Consultancy fee multiplied by 100.

On the basis of the combined score for Technical Score and Financial Score with weightage of 70:30, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score will be ranked as H1 followed by the proposals securing lesser scores as H2, H3 etc. Bidder with H1 score shall be recommended for award of contract. The bidder quoting lowest Consultancy fee in Financial Bid may or may not be score H1.

There will be no negotiation with selected bidder except under circumstances as per current CVC circulars.

The Applicant who has quoted the lowest price will be given a score of 100. The Applicants will be allotted score relative to the score of Applicant with lowest quote, which will be as below:

$$F_s = 100 \times FL/F$$

Where:

F_s = The financial score of the Financial Proposal being evaluated

FL = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Applicants. Work will be awarded to a bidder who is ranked highest in total score.

The first ranked Applicant is eligible for award of the work.

$$\text{Total Score} = 70\% \times T_s + 30\% \times F_s$$

For Example:

Let's say there are 3 pre-qualified bidders: A, B & C

Technical Score of bidders after evaluation of technical criteria:

$$A = 70, B = 80 \text{ \& } C = 90$$

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= $(5/7) \times 100 = 71.4\%$ of marks 20

Financial Score of B= $(5/5) \times 100 = 100\%$ of marks 20

Financial Score of C= $(5/6) \times 100 = 83.3\%$ of marks 20

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

$(\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$

Bidder A= $(70 \times 0.70) + (71.4\% \times 30) = 70.42$ -- H3

Bidder B= $(80 \times 0.70) + (100\% \times 30) = 86.00$ --- H2

Bidder C= $(90 \times 0.70) + (83.3\% \times 30) = 87.99$ --- H1

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

- 5.5** Evaluation of the consultants shall be subject to through verification of their documents related with credentials and BG and inspection of similar consultancy works carried out / in progress by them, through a Technical Scrutiny Committee of experts to be constituted by EPIL. Price bids of all eligible bidders will be opened only after receiving the confirmations of Credentials & BG from the concerned Department/Bank.

Even though a bidder may satisfy the above requirements, he would be liable to disqualification & not considered for the opening of Price bid if:

- a) Not submitted Tender Fee/EMD as per NIT condition.
- b) Misrepresentation in the forms, statements and attachments submitted in the pre - qualification document are proved to be incorrect, false and misleading.
- c) EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders.
- d) EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Bidder in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Bidders
- e) Currently (till the last date of bid submission of the tender or till the last date of extended tender) they have record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contract, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on-going / past projects.
- f) If bidder have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- g) If documents are not uploaded by the bidder as per instructions/due to special characters while saving files the files are unable to download the bids will be disqualified.

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- h) In case of existing contractors of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- i) The credentials of the Bidders with respect to Technical & Financial criteria shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory by EPI, their bid will be considered non-responsive and rejected.
- j) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.
- k) The Bidder /MOU partner have been blacklisted in any State Govt./Municipal Corporations/Central Govt./any State Govt. Organizations, Urban Local Body and/or its Undertaking company or its SPV, Asian Development Bank/World Bank or similar international funding agencies/ organizations during last ten years ending last day of the previous month of date of NIT.
- l) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- m) In case, any documents, information and/or certificate submitted by tenderer is found to be incorrect/false/fabricated or the tenderer has breached the terms and condition of integrity pact, EPI at its discretion may disqualify/reject/terminate the tenderer, forfeit the EMD and the tenderer shall also be liable to be suspended/debarred for a period which shall not be less than one year extending till maximum for a period of 3 years.

Note: If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the downloaded tender which are not acceptable to the EPIL, then the EPIL shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.

6.0 Tender documents comprising of the following are available for download/Procure and submission on GeM Portal: <https://gem.gov.in/> and available for reference on the websites of EPI: www.engineeringprojects.com.

Vol. I	<ul style="list-style-type: none"> a) Notice Inviting Tender, b) Affidavit for NIT (Annexure – A), c) Letter of Undertaking, d) Form of Tender, e) Memorandum, f) Instructions to Tenderers, g) Addendum To Instructions To Tenderers,
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	h) Special instructions to Bidders for e-Tendering, i) Bidder Information, j) Bank Details, k) Undertaking (Annexure-B), l) Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit (Annexure-C), m) Banker's Certificate/ Net Worth Certificate (Annexure-D), n) Proforma For Security Deposit Cum Performance Guarantee (Annexure-E), o) Bidder Registration and Bid Submission Module.
Vol. II	Agreement for Consultancy and Technical Specifications
Vol. III	Price Bid & Bill of Quantities

7.0 An attested copy of power of attorney/affidavit/Board. Resolution executed as under shall accompany the 'Tender Documents'.

- a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
- b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.

8.0 For proper uploading of the bids on the portal namely CPP Portal: <https://gem.gov.in/> (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 and when required. 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.

9.0 Bidders including MSME bidders can download the bid document from the portal without registering or paying document fees; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. **Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty only)**. The tender fee is inclusive of GST @ 18% and is non-refundable. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online through RTGS/ NEFT in EPI's Bank Account (as mentioned Below) along with the online bid.

Indian Overseas Bank:
 Name of Branch: IOB, Sahid Nagar
 IFSC Code: IOBA0000873
 Name of A/c Holder: EPI LTD
 A/C Number: 087302000001168
 Account Type: Current

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10.0 E-Bids must be submitted/ uploaded along with scanned copies of relevant documents pertaining to **Clause no. 4.0 & Clause no. 25.0** under Single Stage Two Envelope Bidding Procedure on the CPP portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the 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 schedule date and 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.

The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 29,616.00 (Rupees Twenty Nine Thousand Six Hundred Sixteen only). This can be either in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee of any Nationalized Bank/ Scheduled Bank/ Commercial bank as per the enclosed format or payment online in an acceptable form for the full amount of EMD payable favouring "Engineering Projects (India) Limited" payable at Bhubaneswar. The EMD shall be valid for minimum period of 150 days (One hundred fifty) from the last day of submission of tender. The earnest money (if any) will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his offer(s) during the validity period or in case he changes his offer to his benefits, which are not acceptable to EPI.

The scanned copy of Bid security as mentioned in the NIT (Insurance surety bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders with their online bid. **Preferably, Original physical form of EMD shall be submitted before the final extended bid due date and time but not later than 5 (five) calendar days from final extended bid due date and time.** In case the EMD/Bid security in original physical form does not reach EPI within the above cutoff date, his bid shall be rejected and not considered for future evaluation, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. **However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online).**

The validity of offer(s) submitted by Tenderer shall be ninety (90) days from the last date of submission of the Tender. The validity period may be extended on mutual consent.

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

11.0 Bidders who intend to get exemption from submission of Tender fee/EMD shall submit confirmation letter whether they are registered as MSE 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) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter clearly mentioning the certificate number for exemption from submission of Tender fee and EMD.

It is to be noted that, in the absence of requisite supporting documents the benefit shall not be extended and, in such cases, if the offer is received without requisite Tender Fee/ EMD the Bid will be rejected.

- 12.0 The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee No interest shall be paid by EPI on the EMD.

EMD may be forfeited:

- a) If the bidder withdraws the bid after bid opening during the period of validity;
- b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- c) If the contractor hides/ withholds (or does not disclose) any material information up on non-acceptance of LOI/ LOA, if and when placed.
- d) If any bidder furnishes any incorrect or false statement/ information/ document.
- e) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of EPI and/ or name of bidder's near relative who is posted in the project office/ concerned office of EPI.

f) **Return of EMD:**

The EMD of all unsuccessful tenderers (i.e. except evaluated lowest tenderer) shall be returned within Seven (7) days of the opening of price bids by EPI. Subject to clause no. 7.6 of GCC, EMD of the successful bidder should be returned after receipt of Security Deposit cum Performance Guarantee by him. **EMD** of successful tenderer, if deposited in the form of Demand Draft shall be treated as part of retention Money

- 13.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. No deviation shall be allowed from the terms and conditions stipulated in the 'Tender Documents' and tender containing deviations are liable to be rejected. In case of any unscheduled holiday, falling on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

- 14.0 The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.

- 14.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/ CPP portal <https://gem.gov.in/> the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. **All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.**

- 15.0 The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted and BGs received from the concerned department/bank shall be opened with prior intimation to them. The offer of the L-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/BG from the concerned department/bank.

- 16.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without

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assigning any reason and liability whatsoever and to re-invite tender at its sole discretion even if an applicant may satisfy eligibility criteria. There will be no public tender opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.

- 17.0 a) 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. Even after opening of tenders EPI may enter into agreement with more than one party or may enter into agreement for part of the total work included in the tender. In such an event, the contractor shall not be allowed to revise upward their quoted rates.
- b) EPI reserves the right to delete any item while awarding the work.
- 18.0 a) The present scope of work is for Rs. 32.36 Cr. Client may consider award of such similar works at more locations. The consultant shall agree to execute the same at the quoted rate of multiple location subject to maximum of Rs. 15.00 Cr. on prorated basis.
- b) The associate consultant will be paid at the percentage rate quoted, for the completion cost of work for which Associate consultant has rendered the service and will be paid to EPI by the client or final estimated cost of the work whichever is lower (cost of the work is exclusive of EPI agency Charge, GST, contingencies)
- 19.0 In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by the tenderer, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that **“no addition/deletion/corrections have been made in the downloaded tender document being uploaded by him and it is identical to the tender document appearing on the Website. In case of any discrepancy between the downloaded tender documents from the website and the uploaded copy by me/us, the tender documents appearing in the website being uploaded by EPI with the tender shall hold good for contractual as well as legal purposes”**.
- 20.0 All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- 21.0 The successful bidder shall be required to sign an agreement in the format enclosed.
- 22.0 The Consultant shall enter into a Contract Agreement with EPI within 10 days of the date of Letter of Intent or within such extended time, as may be granted by EPI. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Consultant. In case, the Consultant does not sign the agreement as above or does not start the work within 10 days of the issue of Letter of Intent consequently will stand withdrawn.
- 23.0 In the event of award of work, the successful tenderer must furnish Security Deposit/all Guarantees (wherever applicable) as specified in 'Tender Documents' within the time specified in the letter communicating acceptance of his offer failing which the Earnest Money Deposit will be forfeited.
- 24.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications of the work to be done and of

conditions at which stores, tools, plant etc. will be issued to him by EPI, if any, local conditions and political situations and other factors having bearing on the execution of the works. No claim of contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

25.0 Bidder shall submit the following documents (A & B) duly signed with date and stamped a part of Technical bid online. Only Online mode will be accepted for tender submission. No documents are required to be submitted offline by the bidders. Bidder has to upload all the relevant certificates regarding PQ criteria (Clause 4.0) and Clause 25.0 for qualifications with the tender, only uploaded documents will be considered for qualification.

A. Essential Required Documents:

- a) Document evidence with regard to tender fees and EMD payment or valid MSE registration in NSIC/MSME with Request letter for tender/EMD fee exemption if claiming exemption.
- b) Notarized Power of Attorney and
- c) Details of similar works executed along with completion certificate & copy of Work order for qualification as per PQ criteria.
- d) Form of Tender and Letter of Undertaking
- e) Affidavit of NIT. (Annexure-A)

B. Other Required Documents:

- a) Covering letter for participation in Bid with Bid name, number with All Corrigendum and addendum (if any).
- b) CA certified Annual Financial Turnover, audited balance sheet and profit and loss accounts along with schedules for the last 5 years upto 31.03.2022 with UDIN issued by ICAI is to be submitted.
- c) Undertaking regarding Constitution of Firm/Company (Annexure-B)
- d) Copy of PAN Card and GST Registration certificate
- e) Self-Declaration in Letter Head in accordance to Clause no. 20.0 of this NIT for no addition/deletion/ corrections in the downloaded tender document.
- f) A notarized self-certification by bidder in accordance to Clause no.4.0 (j) of this NIT for not blacklisted.
- g) Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit as proof of the organization set up.
- h) Details of manpower available with experience & Registration details in Council of Architecture & details of software available.
- i) Copy of valid PF Registration No.
- j) Memorandum and Bidder Information with Bank Details as per the format.
- k) Documentary Evidence for bidder's registered office/branch office in Odisha.
- l) Undertaking for no criminal/economic fraud cases.
- m) Self-Declaration for No. of litigation/arbitration/dispute cases
- n) Any other document as required in Tender.

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

Deputy General Manager (T)

(Contracts Division)

Engineering Projects (India) Ltd. (PCO, Bhubaneswar)

Signature and Stamp of Bidder

Signature and Stamp of EPIL

3rd Floor, Plot no. 108,
Unit-7, Surya nagar,
Bhubaneswar – 751003, ODISHA
E-mail: epil.bbsr@epi.gov.in

For more information on EPI, visit our website at: <http://www.epi.gov.in>

For more information on the e-tender visit website <https://gem.gov.in/>

28.0 Only Online mode will be accepted for tender submission. The bidders have to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in EPI's Bank Account along with the online bid. Also, the scanned copy of Earnest Money Deposit (EMD) as mentioned in the NIT (Insurance Surety Bond, Bank Guarantee, DD, Bankers Cheque etc.) shall be submitted by the bidders along with their online bid. However, Original physical form of EMD shall be submitted before the final extended bid due date and time but not later than 5 (five) calendar days from final extended bid due date and time. In case the EMD/Bid security in original physical form does not reach EPIL within the above cutoff date, their bid shall be rejected and not considered for future evaluation, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD/Bid security was earlier uploaded by the bidder on the mentioned Portal (online bid).

In case EMD/Bid security is submitted through net banking, submission of Original physical form of EMD / Bid Security within the bid due date shall not be required. However, transaction details / proof of submission of EMD / bid security through net banking shall be uploaded in designated place in Tendering Portal (Online).

29.0 Post tender clarification shall be governed as per clause no. 79.0 of GCC. However, no clarification will be sought in case of non-submission of Tender Fee and EMD of requisite amount or unconditional letter of acceptance or Affidavit for correctness of document/information or Power of Attorney as per format. In such case the bidder shall be rejected summarily without seeking any further clarification/documents.

30.0 The maximum two numbers of works can be awarded to the single consultant. Now, Four tender as listed below is to be hosted for NHM work. Out of four only one work can be awarded to any particular consultant.

- a) Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Cuttack, Puri & Ganjam district, Odisha.
- b) Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Deogarh & Sundargarh district, Odisha.
- c) Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kendrapara district, Odisha.

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- d) Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kandhamal district, Odisha.

30.0 If the scope of work mentioned in the tender is tentative. EPIL may reduce the scope of work if required.

AFFIDAVIT

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

Affidavit of Mr ----- So ----- 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/shaving its Head / 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 -----

ATTESTED BY (NOTARY PUBLIC)

DEPONENT

Signature and Stamp of Bidder

Signature and Stamp of EPIL

**LETTER OF UNDERTAKING
(TO BE ENCLOSED IN LETTER HEAD)**

To,
CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
PCO-BHUBANESWAR

REF: Tender for providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Deogarh and Sundargarh district, Odisha.

NIT No. : PCO/BBSR/950/207 Dtd. 06.11.2024

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 entirety for the above work.
2. The contents 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 be at liberty to forfeit the full said Earnest Money absolutely.
3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer

Dated:

Signature and Stamp of Bidder

Signature and Stamp of EPIL

FORM OF TENDER
(TO BE SUBMITTED ON COMPANY LETTERHEAD)

To,
CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
PCO-BHUBANESWAR

REF: Tender for providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Deogarh and Sundargarh district, Odisha.

NIT No. : PCO/BBSR/950/207 Dtd. 06.11.2024

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 /Retention money, Performance Guarantee and accept the terms and conditions as laid down in the "Memorandum" to this "Form of Tender".
4. Should this Tender be accepted, 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/ITT".
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 as per Clause 84 of General Conditions of Contract and/or We fail to submit Performance

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Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, 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

MEMORANDUM
(TO BE SUBMITTED ON COMPANY LETTERHEAD)

REF: Tender for providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kendrapara district, Odisha.

NIT No. : PCO/BBSR/950/207 Dtd. 06.11.2024

SI NO.	Description	Values/Description to be applicable for relevant clause (s)
i.	Name of work	Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR including conceptual drawings and specifications as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15 th FC, ECRP-II etc in Kendrapara district, Odisha.
ii.	Owner/Client	Mission Director, National Health Mission, Govt. of Odisha
iii.	Type of Tender	Online Open Tender (Percentage Fee basis)
iv.	Earnest Money Deposit	Rs. 29,616/-
v.	Duration of contract	02 Months (Pre-Construction activity and up to completion of the project)
vi.	Mobilization Advance	NIL
vii.	Interest Rate on Mobilization Advance	NA
viii.	Number of installments for recovery of Mobilization	NA
ix.	Schedule of Rates applicable	NA
x.	Validity of Tender	90 days from last date of submission of bid
xi.	Security Deposit cum Performance Guarantee	5% (Five Percent only) of the contract value of the accepted tender within 21 (twenty one) days from the date of issue of Purchase Oder (PO)/ Letter of Intent (LOI). If required any extension of time beyond 21 days and upto 60 days may be granted by the Competent Authority. However, a penal rate of interest @ 12% per annum shall be charged for the delay in submission of Security Deposit after 21 (twenty one) days i.e. from 22nd day to the date of submission of Security Deposit but within 60 days after the date of issue of PO/ LOI. Further, if 60th day happens to be declared holiday in the concerned office of EPI, submission of Security Deposit can be accepted on the next working day. The SDPG shall be submitted in the form of Bank Guarantee (format enclosed), from any Nationalized bank / Scheduled Bank / Commercial Bank or in the form of Insurance Security Bonds or Account Payee Demand Draft or Fixed Deposit Receipt or online Payment in an acceptable form. This SDPG shall be initially remain

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		valid upto 90 (ninety) days after the end of Defect Liability Period (DLP). In case, the time for completion of work gets extended, the contractor shall get the validity of SDPG extended to cover such extended time for completion of work plus DLP plus 90 days. In case, even after 60 days from the date of issue of PO/ LOI, the Bidder fails to submit the Security Deposit of the requisite amount, PO/ LOI will stand withdrawn and EMD of the Bidder shall be forfeited.
xii.	Retention Money	5% (five percent only) from each RA bill. It will be released after certification by Engineer-in Charge.
xiii.	Time allowed for starting the work	From the date of issue of letter of commencement.
xiv.	Defect Liability Period	NA
xv.	Arbitration	There will be no arbitration between EPI/Client and Agency.
xvi.	Jurisdiction	Courts at Bhubaneswar

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :

OCCUPATION

ADDRESS

SEAL OF BIDDER

Signature and Stamp of Bidder

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INSTRUCTIONS TO TENDERERS

1. Sealed tenders in the prescribed form are invited by Engineering Projects (India) Limited, New Delhi.
2. The tenderer is requested to sign each page of tender document and return the complete tender documents.
3. Tenders shall be submitted in sealed envelope marked with 'Title', 'Number' and 'Last Date of receipt of Tender' for the items as given in the 'Covering Letter inviting Tender' at the following address by Registered Post or through messenger within the last date of receipt of tender given in the letter inviting Tender:

**Deputy General Manager (T)
(Contracts Division)**

Engineering Projects (India) Ltd. (PCO, Bhubaneswar)
3rd Floor, Plot no. 108,
Unit-7, Surya nagar,
Bhubaneswar – 751003,
ODISHA
E-mail : epil.bbsr@epi.gov.in

4. The tenderer is required to submit their offer in 2 separate sealed and super scribed envelopes indicating the following:-

1st Envelope (Techno-Commercial Bid)

The tenderers are requested to furnish the documents as required in clause no. 25 in respect of the credentials of the tenderer in this envelope.

In this envelope the tenderer should also keep the complete tender documents duly signed and stamped by them on each page as their acceptance, deviation sheet and unpriced copy of price bid and super scribe the envelope with "Techno-Commercial Bid".

2nd Envelope (Price Bid)

The form of Price Bid duly filled in with the item rates both in words and figures in the same form as issued to tenderers should be submitted in this envelope, with superscription "Price Bid" No terms and conditions or deviations if any or any other thing should be kept in this envelope.

The sealed price bid of such tenderers who are found suitable on scrutiny of documents furnished by them i.e. pre-qualification and technically acceptable shall only be opened. The tenders of all such parties, who are not found suitable, shall not be considered and their earnest money deposit will be returned.

The two envelopes should be enclosed again in a sealed cover super scribed as mentioned in Para-3.

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5. The bidders should quote in words as well as in figures the item rates quoted by them. In absence of which the bids may not be considered and are likely to be rejected. The amount of each item should be worked out and requisite totals given.

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

6. EPI takes no responsibility for tenders lost/delayed in postal transit and therefore, tenderers should lodge their tenders sufficiently in advance.
7. Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the 'Covering Letter inviting Tender' in the form of crossed Demand Draft drawn in favour of "Engineering Projects (India) Ltd." payable at Bhubaneswar or Bank Guarantee from a Nationalized Bank/Schedule Bank in the prescribed enclosed performa valid for 150 days from the due date of tender. Tender not accompanied with Earnest Money are liable to be rejected.

This must be submitted in 1st envelope super scribed as "Techno –Commercial". The tenderer must not keep Earnest Money with Price Bid in 2nd envelope.

8. The EPI's format for Bank Guarantee towards 'Earnest Money Deposit' and "Security Deposit cum Performance Guarantee" is enclosed herewith.
9. EPI reserves the right to postpone the tender due date and issue required amendment, if any. There will be no public tender opening. However, selected tenderers may be called for discussions/clarifications after the tenders have been scrutinized.
10. Earnest Money shall be returned to the unsuccessful tenderer after decision has been taken on award of the contract.
11. Earnest Money of the successful tenderer shall be converted in to a part of the security deposit/returned on receipt of Security Deposit and unconditional acceptance of the order.
12. Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the tender documents.
 - a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.
 - b) In case of Partnership, if document is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the documents authorizing him to sign the documents. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
 - c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

13. The tenderer shall furnish the name (s) and designation of relative (s) if any, employed by EPI.
14. Tenders with following discrepancies are liable for rejections;
 - a) Tenders with over-written or erased rates or rates and amounts not written in both figures and words.
 - b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
 - c) Tender received after specified date/time whether due to postal or other delays.
 - d) Tender in respect of which canvassing in any form is resorted to by the tenderer.
 - e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, EPI reserves the right to reject such tender at any stage.
15. No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. Deviations, if insisted upon must be specified in a separate 'Deviation Sheet' and kept in 1st envelope along with techno-commercial bid, otherwise, the tenderer shall be deemed to have accepted all conditions specified in these tender documents. Normally no deviation is accepted.
16. EPI reserves the right to split the order.
17. The tender shall remain open for acceptance for a period of 90 days from the due date for receiving the tender by EPI. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.
18. These instructions to tenderers shall form part of the tender documents.
19. Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer may also be required to enter into a contract agreement with EPI.
20. Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & condition and specifications etc. No claim within the purview of this clause shall be entertained at any stage.
21. EPI reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.
22. In case the tender cannot be submitted for any reasons the complete set of Tender Documents in full shall be returned promptly but not later than 15 days from the due date to the address

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mentioned above for submitting the tender failing which the defaulting tenderer may not be considered for issue of future enquiries by EPI.

23. The order shall be governed by the Indian Laws for the time being in force.
24. Jurisdiction: All disputes shall be subject to Bhubaneswar Courts alone.
25. Tenderer shall submit the following documents in respect of their credentials along with their tender in the 'first envelope'.
 - a) List of orders of similar items executed during the last 5 years indicating name of the client, value, date of order and delivery.
 - b) List of order under execution indicating name of the client, value, date of order and delivery.
 - c) Audited balance sheet and profit and loss account for the last 3 years.
 - d) Registration Certificate/Memorandum of Association/Partnership Deed.
 - e) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
 - f) Sales Tax Clearance Certificate.

Seal and signature of
the Tenderer

ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-bids only. Hence clause no. 1 of ITT is deleted.

Kindly refer "Special instructions to Bidders for e-tendering" for downloading & uploading of tender documents as per NIT.

1) Clause no. 2, 3, 4, 5, 6, 9, 11, 12, 14, 15, 22, 25 of ITT stands deleted.

2) Clause no 7 of Instructions to Tenderers stands amended as below:

Tenders shall be accompanied by Earnest Money deposit for the amount indicated in the 'Notice inviting Tender' in the form of Insurance Surety Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee of any Nationalized Bank/Scheduled Bank/Commercial bank as per the enclosed format valid for 150 days (One Hundred and Fifty) from the due date of tender or payment online in an acceptable form for the full amount of EMD payable favouring "Engineering Projects (India) Limited" payable at Bhubaneswar. Tender not accompanied with Earnest Money are liable to be rejected.

3) Clause no. 17 of Instructions to Tenderers stands amended as below:

The tender shall remain open for acceptance for a period of 90 days from the last date of submission of bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, Engineering Projects (India) Limited without prejudice to any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

All other provisions of "Instructions to Tenderers (Suppliers)" shall remain unchanged.

Signature and Stamp of Bidder

Signature and Stamp of EPIL

Special instructions to Bidders for e-Tendering

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online only and submitted in CPP Portal i.e. www.etenders.gov.in.

Broad outline of submissions are as follows:

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

Submission of Bid:

The Bidder should upload the scanned copies of all the original documents as mentioned in **NIT Clause No 25.0** and Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in **NIT Clause.4.0**

Signature and Stamp of Bidder

Signature and Stamp of EPIL

BIDDER INFORMATION
(TO BE SUBMITTED ON COMPANY LETTERHEAD)

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)
Company's Establishment Year	
Company's Nature of business*	
Company's Legal status* Limited company/ Undertaking/Joint venture/Partnership/others	
Company Category* Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others	
Contact Details	
Enter Company's Contact Person Details	
Title * Mr/Mrs/Dr/Shree/Ms	
Contact Name*	
Date of Birth* (DD/MM/YYYY)	
Correspondence Email*	(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)
Designation	
Phone *	(Phone details eg: +91 044 22272449)
Mobile*	

Signature and Stamp of Bidder

Signature and Stamp of EPIL

BANKER DETAILS
(TO BE SUBMITTED ON COMPANY LETTERHEAD)

PAN NO*	
GST NO*	
NAME OF BANK*	
ACTIVE BANK A/C DETAILS*	
A/C NO*	
A/C TYPE*	
BRANCH ADDRESS*	
IFSC *	

*Mandatory information (must be filled by the bidders)

Signature and Stamp of Bidder

Signature and Stamp of EPIL

UNDERTAKING

(To be submitted by Bidder on its company Letter Head)

To,

CONTRACTS DIVISION
ENGINEERING PROJECTS (INDIA) LTD.
PCO- Bhubaneswar

REF: Tender for providing Architectural Planning, Designing and Engineering Consultancy Services, approval of preliminary estimates/DPR, including conceptual drawings and specifications, as per scope of work for execution of different health projects approved under NHM, PM-ABHIM, 15th FC, ECRP-II etc in Kendrapara district, Odisha.

NIT No. : PCO/BBSR/950/207 Dtd. 06.11.2024.

This is to confirm that the following persons are the present Directors of the company/firm:

- 1.
- 2.
- .
- .
- .

It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of EPI.

The details of constitution of M/sis submitted along with this annexure.

In case, at any later stage the above information is found incorrect, EPI can cancel our BID/LOI/Contract Agreement and may take any suitable action deemed fit against our company.

Authorized Signatory
CEO/Proprietor/MD

Date:

Name & Seal of the Company

Signature and Stamp of Bidder

Signature and Stamp of EPIL

PROFORMA FOR BANK GURANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

We the above said Bank further agree that the guarantee herein contained shall be in full force and in effect until date

Unless a demand or claim under this guarantee is made on us in writing on or before date, we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Dated.....this day of.....200.

For and on behalf of the Bank

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

Signature and Stamp of Bidder

Signature and Stamp of EPIL

PROFORMA FOR INSURANCE SURETY BONDS IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of Chairman & managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, Lodhi Road, New Delhi Pin- 110003. (hereinafter called the EPI) having agreed to accept Insurance Surety Bond of ₹..... in lieu of EARNEST MONEY DEPOSIT from (hereinafter called the Bidder, which expression shall include its heirs, successors and assignees) in respect of the Tender for.....

We, [Name of Surety Insurer] having its registered/head office at(hereinafter referred to as the Surety Insurer) do hereby agree and undertake to pay to EPI without demur or protest an amount not exceeding ₹..... on demand by EPI.

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

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

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

We, the above said Surety Insurer, lastly undertake not to revoke this Insurance Surety Bond during its currency except with the prior consent of EPI in writing.

Dated.....this day of.....20XX.

For and on behalf of the Surety Insurer

NOTE: on a Non-Judicial stamp paper of ₹ 100/- (Rupees One hundred only).

Signature and Stamp of Bidder

Signature and Stamp of EPIL

PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

The Chairman & Managing
Director, Engineering Projects (India) Ltd.,
Core-3, SCOPE Complex
7, Institutional Area,
Lodhi road, New Delhi –110 003

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd. (hereinafter called 'EPI' which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of supply contract /sub-contract no..... Dated.....made between..... (hereinafter referred to as the said Supplier/subcontractor) which expression shall unless repugnant to the subject or context includes its successors and assigns) and EPI in connection with.....

(Hereinafter called 'The said supply Contract/Sub-contract') to accept a Deed Security Deposit-cum-Performance bank guarantee as herein provided for lieu of:

- a) The Security Deposit to be made by the said supplier/sub-contractor for the due fulfilment by the said supplier/sub-contractor of the terms and conditions contained in the said supply contract/subcontract, and
- b) Fulfilment of the conditions of the said supply contract /sub-contract/furnishing a security for the performance of the equipment in accordance with conditions of the said Contract.

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

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said supply contract/sub-contract and till all the dues of EPI under the said supply contract/sub-contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till EPI certifies that the terms and conditions of the said supply contract/sub-contract have been fully and properly carried out by the said supplier/ sub-contractor and accordingly discharge this guarantee subject, however, that EPI shall have no claim under this guarantee after 6 months from the date of expiry of the

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guarantee unless a notice of the claim under this guarantee has been served on the Bank before the expiry of the said period of 6 months.

EPI shall have the fullest liberty without affecting in any way the liability to the said Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said supply contract/sub-contract to extend time of performance of the said Contract or to postpone for any time and from time to time any power's exercisable by it against the said Supplier/sub-contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to EPI and the said Bank shall not be released from its liability under these presents by any exercise by EPI of the liberty with reference to the matters aforesaid or by reason of time being given to the said supplier/sub-contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the said bank from its such liability.

We, the said bank, further agree that EPI shall be the sole judge of and as to whether the said supplier/sub- contractor has committed any beach or breaches of any of the terms and conditions of the said supply contract/ sub-contact and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said supplier/sub-contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on the bank.

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

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

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

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

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

The amount stated in any notice of demand addressed to EPI to the Guarantor as liable to be paid to EPI by the Supplier/sub-contractor on account of any losses or damages or costs, charges and /or expenses

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Signature and Stamp of EPIL

shall as between the said bank and EPI be conclusive providence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and payable by the said Bank to EPI in terms hereof. We, the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand to EPI without demur.

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

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

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

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

FOR AND ON BEHALF OF BANK

Note: BG should be submitted with Structured Finance Managing System (SFMS) issued by beneficiary bank.

Signature and Stamp of Bidder

Signature and Stamp of EPIL