#### Eastern Regional Office, Kolkata

#### **TENDER DOCUMENT**

e-TENDER No: ERO/CON/ 894/1350

Tender for Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.

#### **VOLUME - I**

- A. Notice Inviting e-Tender (NIT), Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (ITT)
- B. Addendum to ITT, Bidder Information, Affidavit, Proforma of EMD & SDPBG, Bid Security, Special Instruction to Bidder etc.
- C. Form of Tender, Memorandum, Letter of Undertaking and Pro forma for Affidavit.

#### **ENGINEERING PROJECTS (INDIA) LIMITED**

(A GOVT. OF INDIA ENTERPRISE)
Unit No. 1204, 12<sup>th</sup> Floor, Ambuja Neotia Ecocentre,
Plot No. 04, Block - EM, Sector - V,
Salt Lake City, Kolkata - 700091.

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#### **ENGINEERING PROJECTS (INDIA) LTD**

(A Govt. of India Enterprise)

#### Eastern Regional Office, Kolkata

#### **NOTICE INVITING e- TENDER (NIT)**

NIT No: ERO/CON/894/1350 Date: 03.01.2024

Tender for Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.

1. Engineering Projects (India) Ltd. (EPI) invites online bids on Single Stage Two Envelope bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible bidders for Providing Architectural Planning, Designing and Engineering Consultancy Services, Preparation of DPR, with drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha from eligible Contractors / Firms on behalf of "Directorate of Fisheries, Govt. of Odisha".

Sr. No	NAME OF WORK	ESTIMATED COST OF PROJECT FOR WHICH SERVICE TO BE PROVIDED	COMPLETION PERIOD	TENDER FEE	EMD
1	Providing Architectural	Rs. 45.00 Cr	02 Months (Pre- Construction	Rs. 5,900.00	Rs. 90,000.0
	Planning, Designing and Engineering Consultancy Services, Preparation of DPR, with drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.	(Approx.)	activity) + 12 months (during Project Execution)	(Rupees Five Thousand Nine Hundred only)	0 (Rupees Ninety Thousan d Only)

#### 2. Brief Scope of Work

- **A.** Scope of work covers Concept to Commissioning, Engineering Consultancy for Planning, Architectural and Structural design and drawing for the total building including Internal & External electrical works, HVAC Works, Fire Fighting System, Sanitary and Plumbing works, Drainage & Sewerage works, STP & ETP, Compound Wall, External Development work 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 Including Soil Investigation & Survey.
- **B.** 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.

#### 3. Time schedule of Tender activities:

Last Date & Time for Downloading the Tender documents		<b>24.01.2024</b> up to 03.00
		PM.
Last Date & Time of online submission of Tenders	:	<b>24.01.2024</b> up to 03.30
(Mode of tender submission - ONLINE MODE ONLY)		PM.
Date & Time of online opening of Tender (Techno-	:	<b>25.01.2024</b> at 03.30 PM.
Commercial Bid)		
Last Date of submission of pre-bid queries via mail	:	13.01.2024
addressed to		
epiero.contracts@engineeringprojects.com		

- The bidders are requested to communicate / submit their pre-bid queries in writing within the due date mentioned above beyond which no queries shall be entertained. Queries may be sent to our address via post or by sending scanned signed soft copy via e-mail to epiero.contracts@engineeringprojects.com
- In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue / submission of Tender.
- 4. Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.comand Central Public Procurement Portal: epiero.contracts@engineeringprojects.com.

**Volume – I:** Notice Inviting e-Tender (NIT), Special Instructions to Bidder for e-Tendering, Instruction to Tenderer (ITT), Addendum to ITT, Bidder Information, Form of Tender, Memorandum, Letter of Undertaking and Pro forma for Affidavit.

**Volume – II**: Special Conditions of Contract (SCC), Agreement for Consultancy Services, Specifications and Drawing

**Volume – III:** Bill of Quantity cum Quoting Sheet.

#### 5. Tender Fee and EMD:

i. Bidders can download the bid document from the portal without paying Tender Fee 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 Tender Fee of Rs. 5,900.00 (Rupees Five Thousand Nine Hundred only) as non-refundable fees and directly to the bank A/c as per following:

Name of the account: Engineering Projects (India) Ltd.

Name of Bank: INDIAN OVERSEAS BANK, SECTOR V Branch, Kolkata

A/C No.: **164202000000243** 

IFSC: **IOBA0001642** 

GSTIN of EPI for West Bengal: 19AAACE0061C1ZA

- ii. The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 90,000.00 (Rupees Ninety Thousand 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 Annexure VII) or payment online in an acceptable form for the full amount of EMD payable favouring "Engineering Projects (India) Limited" payable at Kolkata. The EMD shall be valid for minimum period of 150 days (One hundred fifty) from the last day of submission of tender.
- iii. 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.
- iv. Also, in place of EMD, the Bidders are required to submit Bid Security Declaration (as per Annexure-IX) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in bid document, they will be suspended for the time period of 02 years from being eligible to submit Bids for contracts with EPI.
- v. This 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.
- 6. 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 **Qualifying Requirement** indicated in the NIT for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. **Evaluation for Technical Prequalification** of proposals 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.

#### **6.1 Qualifying Requirement**

(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 completed works each costing not less than the amount equal to **40% of estimated cost of the project put to tender.** 

OR

Two similar completed works each costing not less than the amount equal to **50% of estimated cost of the project put to tender.** 

OR

One similar completed work costing not less than the amount equal to **80% of** estimated cost of the project put to tender.

The **"Similar work"** shall mean Design & Engineering Consultancy services for **Market or Commercial Complex**.

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 period 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 of experience certificate is issued by private firm, it should be supported with Form 26AS duly certified by CA certificate.

- (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 / Public Limited Companies listed on BSE / NSE and private party shall be accepted for

assessing the eligibility of the tenderer. In case of private party Income Tax Return File is to be submitted. 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 Rs. 22.50 lakh 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 on 31.03.2023**, copies of Profit & Loss Statement of last five financial years 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 or any employee working in the 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 has to submit undertaking regarding details of Constitution of firm/Company along with the details of its Directors as per enclosed **Annexure-VI**. In case the bidder fails to submit Constitution of firms with the bid along with the details of its firm Directors as per **Annexure-VI** their bid will be rejected.
- (f) The Bidder should not have been currently Blacklisted or Debarred in any State Govt. / Municipal Corporations/ Central Govt. / any State Govt. Organizations/ Urban Local Body and/or its Undertaking company and such ban should not be in force at the time of submission of bid or extended deadline for submission of bid. Bidder has to submit a notarized undertaking with the bid as per **Annexure XII**.

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. In case the verification of certificate will not be received within the stipulated time given by EPIL then the same will not be considered for evaluation of bidder. If the records are found unsatisfactory by EPI, their bid will be considered non-responsive and rejected.

#### **6.2 Evaluation for Technical Pre-qualification:**

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 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.

#### 6.2.1 Part 1— Technical Criteria (Max Marks= 50)

Sr.	<b>Minimum Requirements</b>	Documents to be	Max Score
No.		submitted	
(i)	Indian Companies Act and operating since last 7 financial years ending on	Incorporation/ registration certificate     of the company/proof of	Max. Marks=05  >10 Years= 5 Marks 7-10 Years= 3 Marks <7 Years= 0 Marks
	<b>31.03.2023</b> .		

Sr.	Minimum Requirements	Documents to be	Max Score
No.		submitted	
(ii)	The bidder must have successfully completed Design & Engineering Consultancy services for similar works during the last seven years ending last day of the month previous to the one in which applications are invited.  The "Similar work" shall mean "Design & Engineering Consultancy services for Market or Commercial Complex.  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.	Copy of Completion Certificate issued by Client with Work Order clearly mentioning about the scope of work. The Completion Certificate in this regard should be issued by officer not below the rank of Executive Engineer / Project Manager / Unit Officer of any Government Organizations / Semi Government Organizations / Autonomous Bodies / Municipal Bodies / Public Limited Companies listed on BSE / NSE. In case of experience certificate issued by private firm it should be supported with Form 26AS duly certified by CA certificate.	Max. Marks=30  A. 20 Marks for 1 project with project value of minimum Rs. 36.00 Cr.  Or  20 Marks for 2 projects with each project value of minimum Rs. 22.50 Cr.  Or  20 Marks for 3 projects with each project value of minimum Rs.18.00 Cr.  B. 10 Marks for providing consultancy services for any completed project consisting design & engineering of external development e.g. Road / sub-station / compound lighting / sewerage network / STP  For 1 project with project value of minimum Rs.  36.00 Cr.  Or  For 2 projects with each project value of minimum Rs.  22.50 Cr.  Or  For 3 projects with each project value of minimum Rs. 22.50 Cr.  Or
(iii)	Bidder Having office in Odisha state.	Copy of proof of Office Address. (Rent agreement or any other supporting document)	<ul> <li>Max. Marks = 10</li> <li>A. 5 marks for establishment of office since 5 years.</li> <li>B. Additional 01 marks for each year more than 5 years maximum up to 5 marks</li> </ul>

Sr.	Minimum Requirements	Documents to be	Max Score
No.		submitted	
(iv)	Minimum Manpower	Certificate on the letter	Max. Marks= 5
	Requirement-	head countersigned by	A. <10 nos. = 0 Marks
	Minimum 10 nos. Full	CMD/MD/Director/ Head	B. 10– 20 nos. = 3 Marks
	time Graduate	of HR of the bidding	C. >20nos. =5 Marks
	Engineer or Architect	organization mentioning	
	<b>employees</b> on regular	names of the employees	
	pay roll of bidder with <b>5</b>	with qualification and	
	years or more post	experience.	
	qualification		
(v)	No. of litigation /	Notarized Self-	Marks in Negative:
	arbitration / dispute	Declaration on Rs. 50/-	
	cases during the last ten	stamp paper is to be	A. >5 Cases = -5 marks
	years with client ( <b>from</b>	provided by the bidder	B. 2-5 Cases = -3 marks
	F.Y 2014-15 to 2023-	mentioning details of	C. 0-2 Cases = 0 Marks
	<b>24</b> ) in connection with	cases.	
	any contract executed by		
	the bidder.		

### 6.2.2 Part 2- Financial Criteria (Max Marks= 20)

SI. No.	Minimum Requirements	Documents to be submitted	Max Score
(i)	The applicant should have an average annual turnover of minimum <b>Rs. 22.50 lakh</b> 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 years ending 31.03.2023 duly certified by a Chartered Accountant with UDIN issued by ICAI is to be submitted.	Max. Marks= 10  A. Rs. 22.50 Lakh- Rs.35     Lakh = 5 Marks  B. Rs. 35 Lakh - Rs. 50     Lakh = 7 Marks  C. >Rs.50 Lakh = 10     Marks
(ii)	The bidder should have <b>not incurred any loss</b> (Profit after tax should be positive) in <b>more than two consecutive financial years</b> during the last five financial year sending on 31.03.2023.	Same as above.	<ul> <li>Max. Marks = 10</li> <li>A. 5 marks for no loss in more than two financial years during the last five financial years.</li> <li>B. Additional 05 marks for no loss in the last five years.</li> </ul>

Note: Minimum 50 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.

#### 6.2.3 Part 3- Presentation by the selected bidder (Max Marks = 30)

The bidders scoring minimum 50 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, 3D model, 3D walk through, use of smart concept in the projects etc. as listed below:		
a)	<b>Master Planning and zoning</b> (cost effectiveness, site utilization, site orientation, Landscape blending with existing profiles, Economical design of buildings and services).	(10 marks)	
b)	<b>Design Concept Planning</b> (Aesthetics, Environmental considerations, use of new technologies, and use of innovative architectural features).	(05 marks)	
c)	<b>Presentation</b> (Knowledge of Building Byelaws etc. & 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.

Short listing of technically qualified bidder will be based on the minimum 65 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 / prevailing market condition, etc. at its sole discretion without assigning any reason.

#### 6.3 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:

 $Fs = 100 \times FL/F$ 

Where:

Fs = 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.

Total Score =  $70\% \times Ts + 30\% \times Fs$ 

#### For Example:

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

Technical Score of bidders after evaluation of technical criteria:

$$A = 70$$
,  $B = 80 & C = 90$ 

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

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

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

Financial Score of B= (5/5) X 100 = 100 % of marks 20

Financial Score of C= (5/6) X 100 = 83.3 % of marks 20

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

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

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

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.

#### 7. Disqualification

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

- **A.** All the bids submitted by the bidders having common directors shall be summarily rejected without assigning any reason thereof by EPI. In the absence of details on constitution of firm by the bidder, cancellation of contract / disqualification of bid / levy of penalty shall be imposed.
- **B.** Representation in the forms, statements and attachments submitted in the prequalification document are proved to be incorrect, false and misleading.
- **C.** If bidder have submitted incomplete tender without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
- **D.** 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.
- **E.** 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.
- **F.** 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.
- **G.** In case of existing consultants of EPI, if progress is not satisfactory in any of the project their bid will be rejected.
- **H.** They have record of poor performance during the past 10 years 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.

Note: 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.

**8.** Interested bidders have to necessarily register themselves on the Central Public Procurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal.

In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. No special character like !,@,#,\$,%,&,\*,\_ etc. to be include while saving the file/uploading.

For proper uploading of the bids on the portal namely <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> (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. 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.** 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.

- 10. E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 6.0 & Clause no. 25.0 under Single Stage Four 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.
- **11.** No deviation shall be allowed from the terms and conditions stipulated in the 'Tender Documents' and tender containing deviations are liable to be rejected.
- 12. EPI reserves the right to postpone the tender submission date and issue required amendment, if any 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 assigning any reason and liability whatsoever or to re-invite tender at its sole discretion. There will be no public tender opening. However, selected tenderers may be called for discussions/ clarifications after the tenders have been scrutinized.

- 13. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website& CPP portal. The bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
- 14. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted and confirmations of Credentials & BGs are received from the concerned department/bank shall be opened with prior intimation to them. It is made clear that the offer of the H-1 Score bidder shall be accepted subject to the confirmation of authenticity of the PO documents/BG from the concerned department/bank.
- **15. a)** The present scope of work is for Rs. 45.00 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. 20 Cr. on pro-rata 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 excluding of EPI agency Charge, GST, contingencies)
- **16.** The quoted percentage rate shall be inclusive of all taxes, duties, levies etc. but excluding GST applicable as on date of publication of NIT. The consultant is required to submit invoice indicating details of applicable taxes separately. Any variation in taxes after date of submission will be adjusted/ reimbursed by EPI.
- 17. The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. The successful bidder shall be required to sign an agreement in the format enclosed. Submission of a tender by the tenderer implies that he has read the complete tender documents and has made himself aware of the scope, terms & condition and specifications of the work to be done.
- **18. 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.
- 19. 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.

- 20. 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".
- **21.** All prospective MSME bidders are requested to get themselves registered on TReDS platform (www.rxil.in) to avail payment benefits.
- **22.** 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'. Proprietorship /Partnership deed/ Memorandum and Articles of Association of the firm and their details are to be submitted.
- **23.** Bidder shall furnish details of Skilled and Trained Manpower including Architect, Engineers, and Technical Staff employed and detail of software available with them.
- **24.** The scope also includes supply of 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:

Architect with 10 years of experience - Rs. 50,000/- per month 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. The Associate consultant shall make his own arrangements to accommodate the above deputed staff at Bhubaneswar.

- **25.** Bidder shall submit the following documents 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.
  - **a)** Bidder has to upload all the relevant certificates regarding PQ criteria for qualifications with the tender, only uploaded documents will be considered for qualification.
  - **b)** Documentary evidence with regard to tender fees and EMD payment or valid MSE registration in NSIC/MSME with Request letter for tender/EMD fee exemption along with Bid Security Declaration if claiming exemption.
  - **c)** Covering letter for participation in Bid with Bid name, number with All Corrigendum & addendum (if any), Undertaking regarding Constitution of Firm/Company and Notarized Power Of Attorney as per Clause No. 9 of NIT.

- **d)** CA certified Annual Financial Turnover, audited balance sheet and profit and loss accounts along with schedules for the last 5 years upto 31.03.2023 with UDIN issued by ICAI is to be submitted.
- e) Copy of PAN Card, GST Registration certificate and valid PF Registration No.
- **f)** All duly filled Annexure I-IX in proper format.
- **g)** Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit as proof of the organization set up.
- h) 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 as per Annexure-X.
- i) Self-Declaration in Letter Head in accordance to Clause no. 32.0 of this NIT for Undertaking for Local Content as per Annexure-XI.
- **j)** A notarized self-certification by bidder in accordance to Clause no. 6.1 (f) of this NIT for not black listed as per Annexure-XII.
- **k)** Details of manpower available with experience & details of software available.
- I) Registration details in Council of Architecture.
- **26.** Bidders may obtain further information regarding this tender at the address given below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

#### **Group General Manager (Contracts)**

Engineering Projects (India) Ltd.

Unit No. 1204, 12th Floor,

Ambuja Neotia Ecocentre, Plot No.04,

Block-EM, Sector – V, Salt Lake City,

Kolkata - 700091

E-Mail ID: <a href="mailto:epiero.contracts@engineeringprojects.com">epiero.contracts@engineeringprojects.com</a>

27. Contact details for site related / Technical Queries / site visit:

#### Sh. Uttam Manna, Assistant Manager (T),

Engineering Projects (I) Limited, Email id: <a href="mailto:epil.bbsr@epi.gov.in">epil.bbsr@epi.gov.in</a> Mobile No.: 9800243189

- 28. In case, any document, information and/or certificate submitted by Tenderer is found to be incorrect / false / fabricated, 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 be not less than one year extending till maximum for a period of three years.
- 29. In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of bid submission or afterwards, the contractor shall pass on the benefit to EPI immediately, failing which EPI shall have the right to recover the differential amount from the amounts due to the sub-Bidder. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall

- be paid / reimbursed to the sub- contractor, subject to the condition that the client reimburses the said increased taxes to EPI".
- **30.** The scope of work mentioned in the tender is tentative. EPIL may reduce the scope of work if required.
- **31.** The scope of work mentioned in the tender is tentative. EPIL may reduce the scope of work if required.

#### 32. Public Procurement (preference to Make in India) Policy

- **a.** All the bidders (Class–I local supplier, Class-II local Supplier, Non-Local Supplier) shall provide the percentage of local content in their bid as per as per the **Annexure XII**.
- **b.** Definitions of the terms used in this regard shall be as follows:
  - i. "Local content" means the amount of value added in India in the total value of the item procured) excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
  - **ii.** "Class-I local supplier" means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 50% of total value of the goods, services or works.
  - **iii.** "Class-II local supplier" means supplier or services provider, whose goods, services or works offered for procurement, meets the minimum local content i.e. 20% of total value of the goods, services or works.
  - **iv.** "Non- Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II Local Supplier" as mentioned above.
- **c.** Purchase preference will be given to Class-I local supplier as the case may be as detailed below:
  - i. Among all qualified bids the lowest bid will be termed as L1. If L1 is Class-I Local Supplier the contract for full quantity will be awarded to L1.
  - **ii.** If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local supplier, will be invited to match the L1 price subject to Class-I Local supplier's quoted price falling within the margin of purchase preference (L1+20%) and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible Class-I Local supplier fails to match the L1 price, the Class-I Local supplier with the next higher bid within the margin of purchase (L1+20%) preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local supplier within the margin of purchase preference (L1+20%) matches the L1 price, the contract may be awarded to the L1 bidder.
  - **iv.** Class-II Local Supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

In case of false declarations by a bidder which is found in later stage, the bidder can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier / vendor who have been debarred by any procuring entity for violation of Public Procurement order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.

Date: 03.01.2024 Group General Manager, ER

# 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 Det	ails
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*	

# BANKER DETAILS (TO BE SUBMITTED ON COMPANY LETTERHEAD)

DANI NOV	
PAN NO*	
GST NO*	
GST NO	
NAME OF BANK*	
ACTIVE BANK A/C DETAILS*	
7 COLIVE DAMACA GE LA GEO	
A (C N C)	
A/C NO*	
A/C TYPE*	
ACTIL	
BRANCH ADDRESS*	
IECC *	
IFSC *	

<sup>\*</sup>Mandatory information (must be filled by the bidders)

#### **AFFIDAVIT**

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

Affidav	it of Mr	- So	R/o		
I, the o	deponent above named	d do hereby sol	emnly affirm and	declare as under :	
1.	That I am the Proprie Office at		signatory of M/s	shaving its	Head / Regd.
2.	That the information along with the tender nothing has been con-	for	•	-	-
3.	I shall have no objection also have no objection demand so for verification	n in providing		_	
4.	I hereby confirm that by me found to be in /reject/ terminate the	ncorrect / false	e / fabricated, EP	I at its discretion	
5.	I shall have no object the clause (s) of Co Guarantee from the Z claim on my submittee	ontract includir onal Branch / c	ng those issued office issuing Bank	towards EMD and and I / we shall ha	Performance
6.	That the Bank Guarar Bank) is genuine and reject my bid cancel tender for three years	if found at any pre-Qualification	stage to be inco	rrect / false/ fabric	ated, EPI shall
conten there f	, the Proprietor / A its of the above Affida from and that no d at	avit are true to o part of it is fa	my knowledge allse.	and nothing has b	

ATTESTED BY (NOTARY PUBLIC) DEPONENT

### 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 DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.

NIT No.: ERO/CON/894/1350 Dtd. 03.01.2024

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 entirely 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		

(Signature of the Tenderer)

Seal of Tenderer

Dated:

### 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 DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha

NIT No.: ERO/CON/894/1350 Dtd. 03.01.2024

- 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 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 LETTER HEAD)

REF: Tender for Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha

NIT No.: ERO/CON/894/1350 Dtd. 03.01.2024

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 DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha
ii.	Owner/Client	Directorate of Fisheries, Govt. of Odisha
iii.	Type of Tender	Online Open Tender (Percentage Fee basis)
iv.	Earnest Money Deposit	Rs. 90,000.00 (Rupees Ninety Thousand Only)
V.	Duration of contract	02 Months (Pre-Construction activity) + 12 months (during Project Execution)
vi.	Validity of Tender	90 days from last date of submission of bid
vii.	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 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.
viii.	Retention Money	5% (five percent only) from each RA bill. It will be released after certification by Engineer-in Charge.
ix.	Time allowed for starting the work	Within 10 days from date of LOI
X.	Defect Liability Period	NA
xi.	Arbitration	As per SCC
xii.	Jurisdiction	Courts at Kolkata

<b>SIGN</b>	ΔΤΙ	IRF	ΩF	RID	DFR
SICILA	$\Delta$	ᇧ	C)I	DID	ULN

NAME (CAPITAL LETTERS)	:	
OCCUPATION		
ADDRESS		

SEAL OF BIDDER

## <u>UNDERTAKING</u> (To be submitted by Bidder on its company Letter Head)

REF: Tender Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha

IT No. : ERO/CON/894/1350 Dtd. 03.01.2024
nis is to confirm that the following persons are the present Directors of the company/firm:
is further confirmed that none of the above Directors is associated with any other impany/firm which is quoting for the above referred tender of EPI.
ne details of constitution of M/sis submitted ong with this annexure.
case, at any later stage the above information is found incorrect, EPI can cancel our D/LOI/Contract Agreement and may take any suitable action deemed fit against our impany.
Authorized Signatory CEO/Proprietor/MD
ate:
Name & Seal of the Company

### 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,
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
Unless a demand or claim under this guarantee is made on us in writing on or before, 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.
Datedthis day of200.

For and on behalf of the Bank

#### PROFORMA FOR SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

In consideration of the Chairman & Managing Director, Engineering Projects (India) Ltd.

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

Dear Sir,

(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
Datedmade 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/cub-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>b)</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
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 top unconditionally pay the amount claimed by EPI on demand and without demur.
anconationally pay and amount damned by Er I on admand and manda definiti

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 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 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 lia	bility under this	guarante	e shall be re	stricted	to			and
this	guarantee	shall	remain	in	force	until	midnight	of
				u	ınless a cla	im to enfo	orce this guara	intee
is filed	with us within	six month	s from			(which	is date of expi	ry of
this gu	arantee), we sha	all be disch	narged from a	all liabilit	ties under t	his guaran	tee 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.

## <u>Performa of Bid Security Declaration</u> (For bidders claiming exemption for EMD)

(To be submitted by bidder on a non-judicial stamp paper of Rs. 100/- duly notarized by notary public.)

Sub: Tender for Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.

NIT No.: ERO/CON/894/1350	Dtd. 03.01.2024
It is here by submitted that if I/We	-
firm / company) withdraw or modify the bids during period of the bids	
and I/We(Nam	e of bidder/firm/company)
fail to sign the contract or fail to submit stipulated performance significant defined in the tender documents/LOI, I/We	
bidder/firm/company) will be suspended to take part in EPIL's tend of two years from the date of occurrence of the above mentioned of	• • • • • • • • • • • • • • • • • • • •
Date:	
	Authorized
Signatory	
	Name & Seal

Date: 03.01.2024

## DECLARATION FOR NO ADDITIONS/DELETION/CORRECTIONS MADE IN THE DOWNLOADED TENDER DOCUMENT

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

NIT No: ERO/CON/894/1350

#### **UNDERTAKING FOR LOCAL CONTENT**

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

Authorized Signatory
Name & Seal of the Company

Date:

Date: 03.01.2024

#### **SELF DECLARATION FOR NON BLACK LISTING**

Ref Name: Tender for Providing Architectural Planning, Designing and Engineering Consultancy Services, approval of DPR along with Techno Economic Feasibility Study Report, including drawings and specifications, as per scope of work for State of Art Fish Market at Basta, Dist. Balasore, Odisha.

NTT No: ERO/CON/894/1350

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NOTARY PUBLIC)

## **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.

#### Special instructions to Bidders for e-Tendering

## 1.0 Preparation and Submission of Bids

## 1.1 Format and Signing of BID

- **1.1.1** The Bidder shall provide all the information sought under this tender. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, document fee etc. received in hard copies.
- **1.1.2** The BID shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

### 1.2 Documents comprising Technical and Financial BID

**1.2.1** The Bidder shall submit the Technical BID & Financial Bid online through Central Public Procurement portal at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> comprising of the following documents along with supporting documents as appropriate:

## **TECHNICAL BID.**

## 1.3 The Bidder shall submit the following documents only online:

- a) Bidder has to upload all the relevant certificates regarding PQ criteria for qualifications with the tender, only uploaded documents will be considered for qualification.
- b) Documentary evidence with regard to tender fees and EMD payment or valid MSE registration in NSIC/MSME with Request letter for tender/EMD fee exemption along with Bid Security Declaration if claiming exemption.
- Covering letter for participation in Bid with Bid name, number with All Corrigendum & addendum (if any), Undertaking regarding Constitution of Firm/Company and Notarized Power Of Attorney as per Clause No. 9 of NIT.
- d) CA certified Annual Financial Turnover, audited balance sheet and profit and loss accounts along with schedules for the last 5 years upto 31.03.2023 with UDIN issued by ICAI is to be submitted.
- e) Copy of PAN Card, GST Registration certificate and valid PF Registration No.
- **f)** All duly filled Annexure I-IX in proper format.
- **g)** Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit as proof of the organization set up.

- **h)** 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 as per Annexure-X.
- i) Self-Declaration in Letter Head in accordance to Clause no. 32.0 of this NIT for Undertaking for Local Content as per Annexure-XI.
- **j)** A notarized self-certification by bidder in accordance to Clause no. 6.1 (f) of this NIT for not black listed as per Annexure-XII.
- **k)** Details of manpower available with experience & details of software available.
- Registration details in Council of Architecture.

**PRICE BID:** Bidders are advised not to submit price bid in offline mode of tender submission. Price bid shall have to be filled on online mode only in price part of the tender available in the portal.

**1.4** Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

#### 1.5 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 1.2 of the tender shall be submitted online through e-procurement portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> on or before the date mentioned in data sheet. Documents listed at clause 1.3 of the TENDER shall be physically submitted on the date mentioned in data sheet at the address provided in Clause 1.3.1 in the manner and form as detailed in this TENDER. A receipt thereof should be obtained from the person specified at Clause 1.3

#### 1.6 Late Bids

E-procurement portal at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> shall not allow submission of any bid after the prescribed date and time at clause 1.5. Physical receipt of documents listed at clause 1.3 of the TENDER after the prescribed date and time at clause 1.5 shall not be considered and the bid shall be summarily rejected.

## Note:

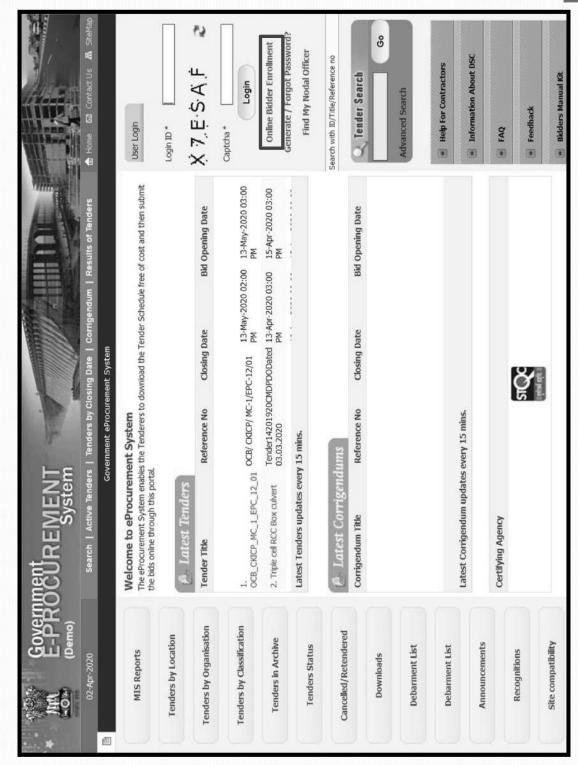
- The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid- Annexure during Online Bid-Submission in addition to PQ documents listed in NIT Clause.
- **2)** Bidders are required to pay applicable bidding fees on line at the time of bid submission.

## 2.0 BIDDER'S GUIDE FOR CPP PORTAL:

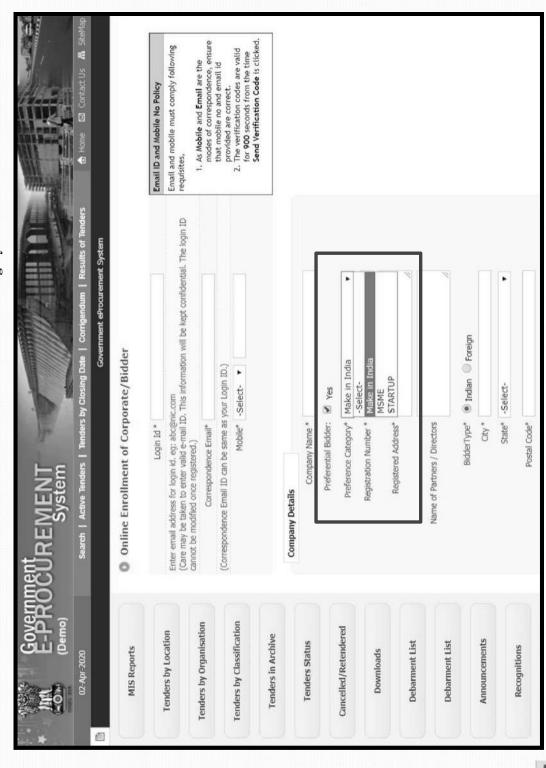
The Bidder Registration Module and Bid Submission Module for the CPP Portal is enclosed.



To enroll as a bidder click on the Online Bidder Enrollment link.



The system leads to the page where the details of the bidders are to be filled in. There are preferential categories for the preferential bidders who can avail the privileges that are provided. The Preferential categories are Make in India, MSME and STARTUP. The bidders first has to click on the check box of Preferential Bidder to select the Preferential Category.







The details of the bidder are entered in the Online Enrollment of Corporate/Bidder page. The Correspondence Email id and the Mobile Number should be a valid email id and a valid mobile number because further contacts will be only through this mobile number and correspondence email id.

		L	
Login Id * L	Login Id * biddertest2@gmail.com		Email ID and Mobile No Policy
Enter emai address for login id. eg: abc@nic.com (Care may be taken to enter valid e-mai ID. This be modified once registered.)	Enter email address for login id. eg: abc@nic.com (Care may be taken to enter valid e-mail ID. This information will be kept confidential. The login ID cannot be modified once registered.)	he login ID cannot	Email and mobile must comply following requisites,
Correspondence Email* L	Correspondence Email* biddertest2@gmail.com		modes of correspondence, ensure
(Correspondence Email ID can be same as your Login ID. Mobile* IND (91)	Mobile* IND (91) > 99		that mobile no and email id provided are correct.  2. The verification codes are valid for
			900 seconds from the time Send Verification Code is clicked.
Company Details			
Company Name *	Sai Private Limitted.		
Preferential Bidder:	✓ Yes		Раре
Preference Category*	Make in India		an i
Registration Number *	A123456Z		-
	Chennai		
Registered Address*	****		
Name of Partners / Directors	900		
BidderType*	Indian O Foreign		
City *	Chennai		
State*	Vamil Nadu		
Postal Code*	123456		
PAN/TAN Nimber *	AFSTG2458A		





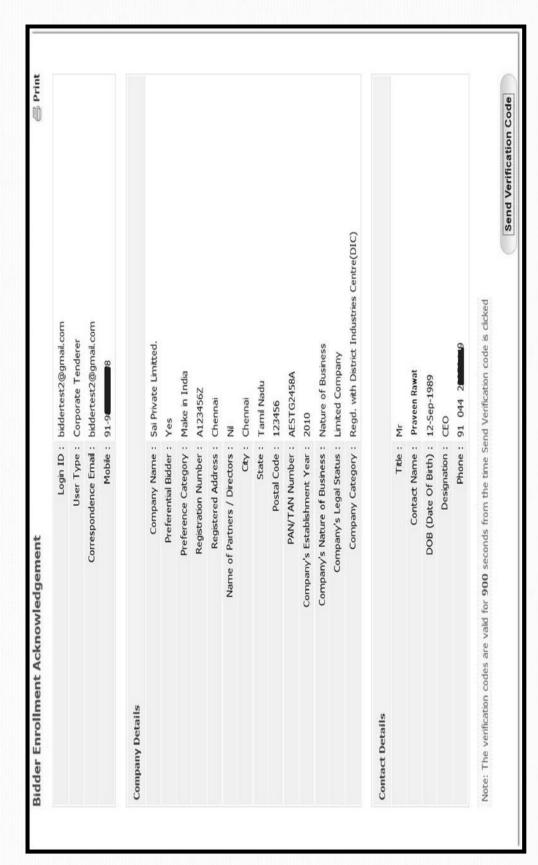


Once after filling the details, the bidder enters the Captcha and clicks on the Submit Button to submit the provided details.

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2010	Nature of Business	Legal Status* Limited Company	Company Category * Regd. with District Industries Cen >			Mr	Praveen Rawat	12/09/1989	CEO	Phone Details eg: +91 044 22272449	Phone* IND (91) ~ 044 2	8 N J S 8 V	
Establishment Year 2010	Nature of Business*	Legal Status*	Company Category *	Contact Details	Enter Company's Contact Person Details	Title * Mr	Contact Name* Praveen Rawat	Date Of Birth (DD/MM/YYYY)* 12/09/1989	Designation CEO	Phone Det	Phone*	Enter Captcha 8NJS8V .	



The Bidder enrollment Acknowledgement is displayed on the screen. The bidder Clicks on the Send Verification Code button to receive the verification code in the provided mobile number and the correspondence email id.







The bidder enters the Mobile Verification Code, Mail Verification Code, enters the New Password, confirms the same, enters the Captcha and clicks on the Submit button to submit the entered details.

	t2@gmail.com	Correspondence Email/			•		AUDXC
Generate password	Generate password for the login id biddertest2@gmail.com	Provide the verification code received through Correspondence Email/ Registered Mobile Number.	Mobile Verification Code *	Mail Verification Code *	New Password *	Confirm Password *	Enter AAUDXG A.A U.



Verification code must comply following requisites,

- Provide verification code sent to mobile in Mobile Verification code.
- 2. Provide verification code sent to email in Mail Verification code.

## Password Policy

Your password must comply following requisites,

- 1. Length must be within 8 to 32 characters
- 2. Any English lowercase and uppercase (a-z and A-Z) characters
- Any numbers between 0-9
   Any special characters from the bracket [! @ # \$ ^ \* \_ ~]

Good eg: Cric\$2009 Bad eg: cric2009

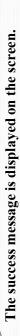
Submit

Cancel







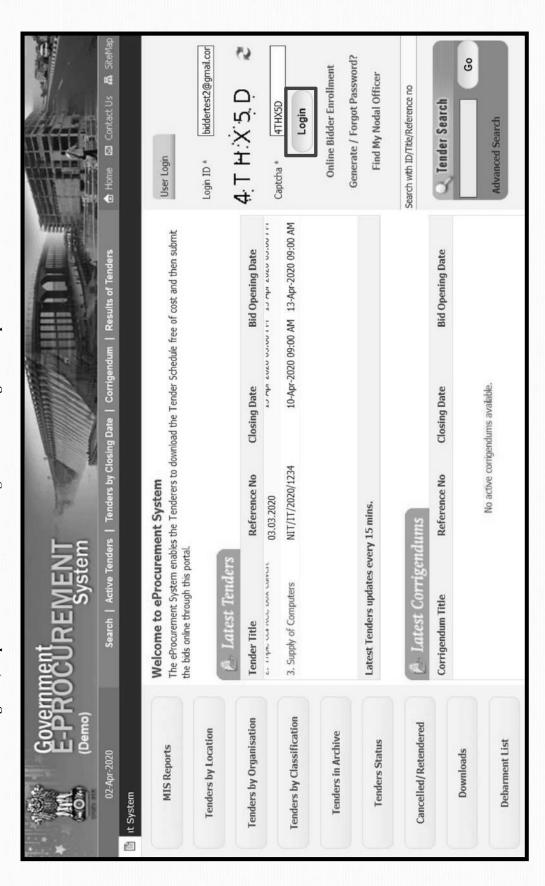








The bidder enters the Login Id, Captcha and clicks on the Login button to login to the portal.







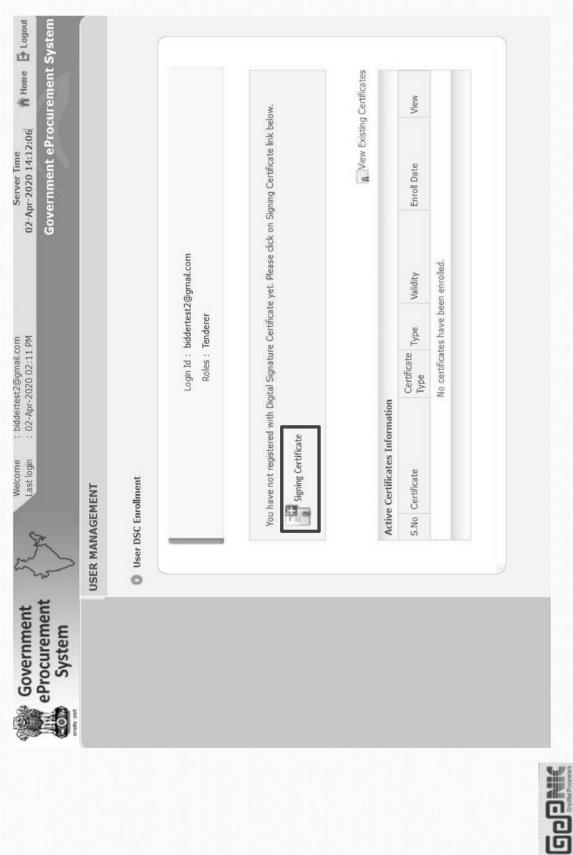






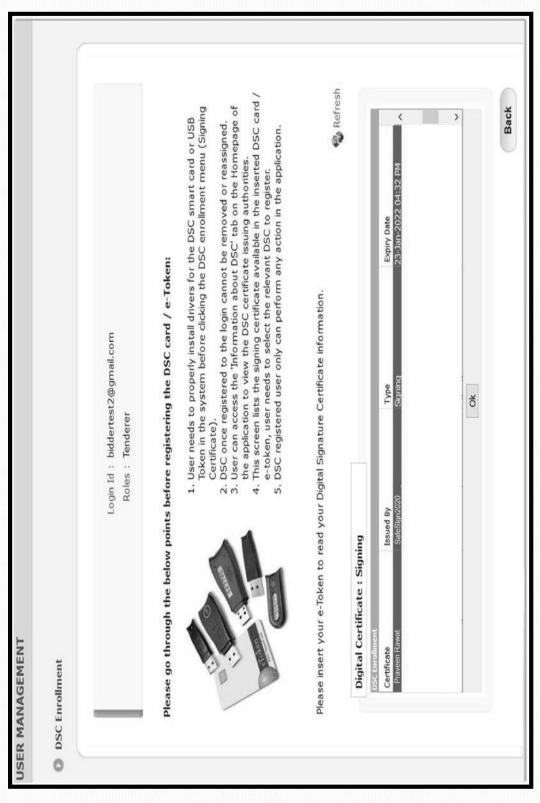


The Bidder registers the DSC by clicking on the Signing Certificate icon to register the signing certificate.



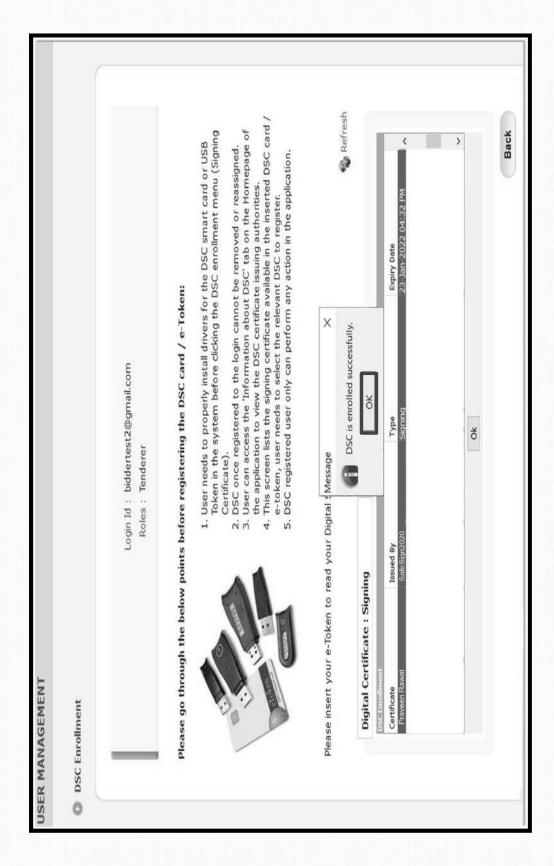


The Bidder selects the Signing certificate and clicks on the OK button to map the signing certificate.







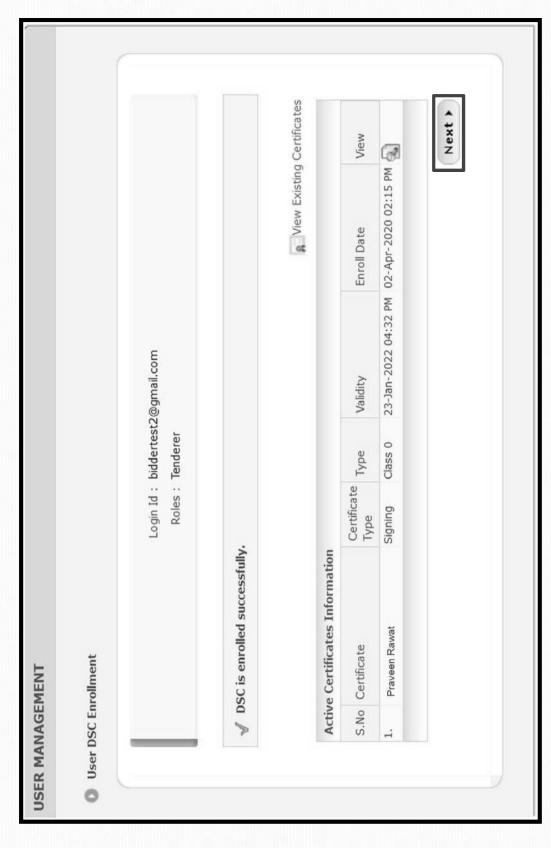




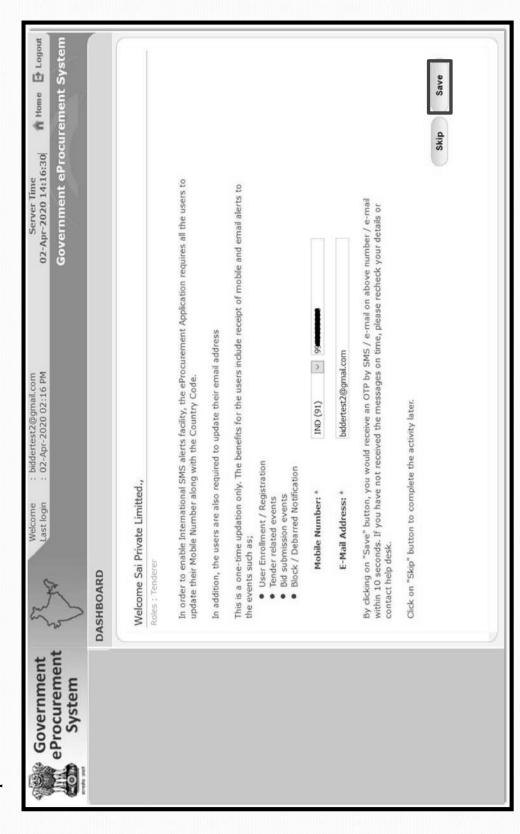




The successful enrollment of DSC is displayed on the screen. The Bidder clicks on the Next button to proceed further.



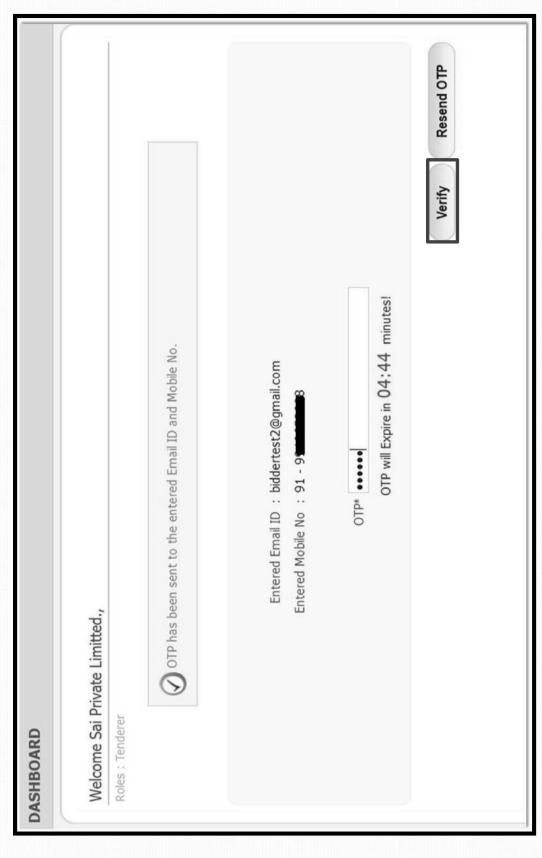
The Dash Board of the Bidder is loaded where the Bidder can change the Mobile Number, E-Mail Address and clicks on the Save button to save the provided details. If the Bidder does not want to change the Mobile Number, E-Mail Address he/she can just click on the Skip button to proceed further.







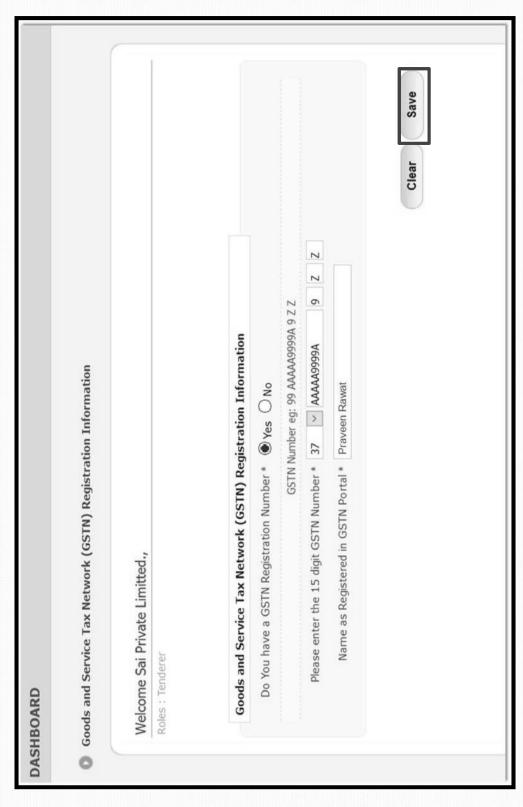
Once the Bidder clicks on the Save button, the system navigates to the page where OTP is to be entered, received through the changed E-Mail Id. The bidder enters the OTP and clicks on the Verify button to verify the entered OTP.







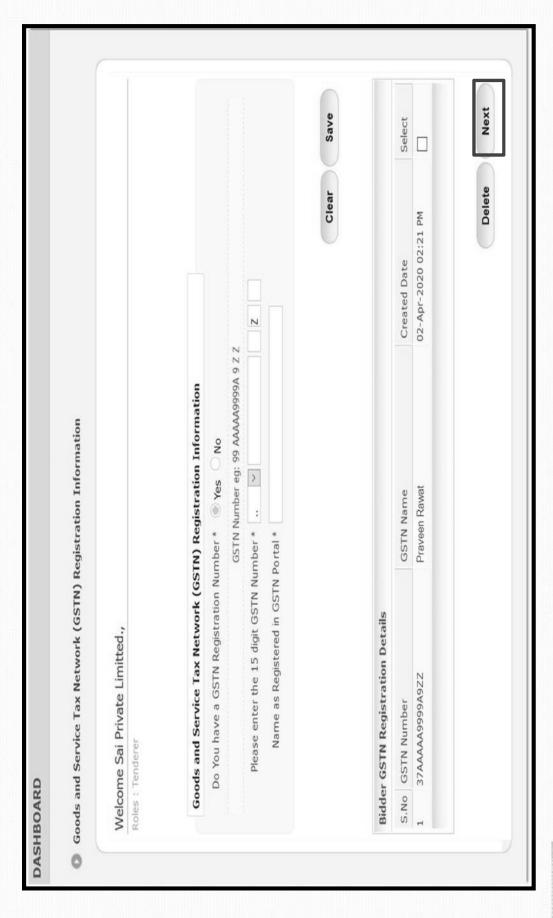
The bidder enters the 15 digit GSTN Number, Name as registered in GSTN Portal and clicks on the Save button to save the provided details.















The system navigates to the page where Startup India Registration Details page, where the bidder can click on the Registered radio button to provide the registration details or click on the Not Registered radio button and click on the Next button to proceed further.

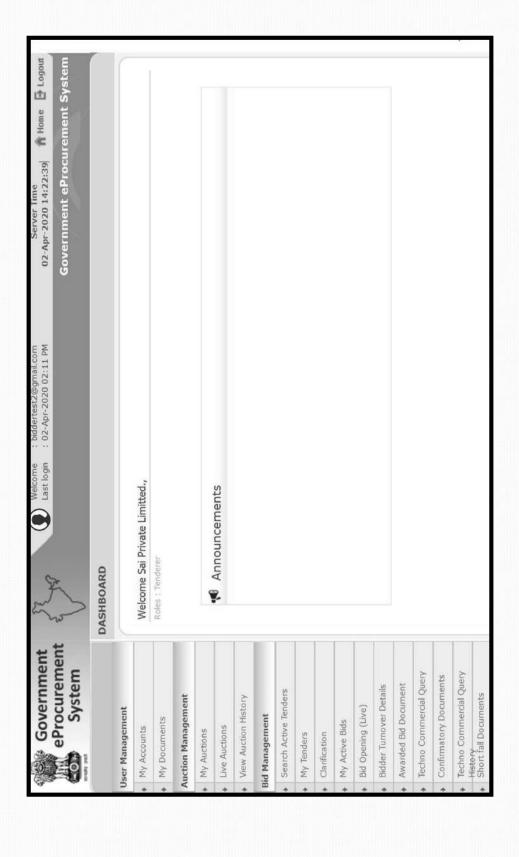
# EProcurement portal will not share or disclose the Startup India Registration details with third party and will be used solely to Next registered/not registered as Startup India. If you are registered as Startup India, provide your Registration number and EProcurement portal is now integrated with Startup India. Bidders are now required to declare themselves, if they are Startup \* O Registered Not Registered establish and authenticate the details received from Startup India portal. Mobile number as registered with the Startup India. Startup India Registration Details Startup India Registration Consent from User DASHBOARD







Once the process is over the left Menu for the Bidder is loaded. Click on the My Accounts left menu to view the account details.





1.By Clicking the User Profile icon, The bidder can view the profile, Edit the profile, set the profile password which would be asked for Mobile number and change the profile image. ઝ editing the profile, the bidder can change the Email id 2.By Clicking the Authentication icon, the bidder can change the password and activate & inactivate the active DSC.

3.On Clicking the Communication Ion, the bidder can select the product category for which the SMS and mail can be triggered if tenders are published under the selected product category and also the SMS and mail Notification can be selected by the bidder.

Startup India are provided. Privileges icon, a provision for registering MSME and 3.On selecting the

4. On Clicking the DashBoard, the bidder can view the User Dash board.

