

REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF ARCHITECTURAL
ENGINEERING AGENCY
FOR
DESIGN, EXECUTION AND
AUGMENTATION OF THE EXISTING
STRUCTURE OF CORPORATE OFFICE OF
EDCIL AT NOIDA

Tender No. RFP/Architectural-cum-Engineering/2016

Quality cum Cost Based Selection [QCBS]

AUGUST, 2016



EdCIL (India) Limited

(A Govt. of India Mini Ratna Enterprise)

'Ed.CIL House', Plot No. 18A, Sector –

16A NOIDA – 201301 (UP), INDIA

Tel: 0120 - 2512001 – 006, Fax: 0120 - 2515372

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EdCIL (India) Limited
(A Govt. of India Mini Ratna Enterprise)

INVITATION TO ARCHITECTURAL CUM ENGINEERING AGENCY

EdCIL (India) Limited, (EdCIL) intends to renovate first two floors of its existing building to maximize the aesthetics, space and other functional parameters, such as light, air availability etc. Being a critical renovation project requiring both design and aesthetic execution and assimilation with existing structure, engagement of a reputed Architectural-cum-Engineering agency with requisite relevant professional qualification and experience in specialization in “sustainable space planning and Interior Works including execution” is required. Thus, a composite tender is planned involving end to end designing, architectural inputs and execution so that there is no gap between design and execution and the project is executed with highest aesthetics and timelines in an existing office working environment. Hence an architectural cum engineering experience and innovative design would be of critical importance as is planned in the EPC contract.

As a starting point, EdCIL has made some preliminary drawing and estimation which is only for initial understanding. The eligible architectural engineering agency may use it as a starting point and may propose innovation and improvement to the existing structure and submit their drawing and detailed execution plan in its Technical bid along with a separate price bid. Based on the above parameters and price bid, a QCBS method of tendering would be adopted and the bidder with highest competitive score awarded the contract.

Therefore, a Request for Proposal (RFP) through open tender is floated for selection of reputed Architectural cum Engineering agency, who possess the requisite relevant professional qualification and experience.

Bids duly completed in all respect with a list of important relevant works executed, Technical and financial information along with credentials issued by Clients and other details as prescribed in tender document should be submitted to the Deputy General Manager (Civil & Proc), *EdCIL (India) Limited, 18 A, Sector-16A, Noida-201 301* upto 1500 hrs. by 13/09/2016.

The Bidder shall be required to submit two Demand Drafts for an amount of Rs. 2,000/- (non-refundable) as Bid document fee and Rs. 1,00,000/- as EMD in favour of EdCIL (India) Limited payable at DELHI / NOIDA alongwith Bid.

Ed.CIL shall not be responsible for any postal delay or loss in transit if bids are sent through post. Incomplete applications will be rejected summarily.

Ed.CIL reserves the right to accept or reject any or all Bids without assigning any reasons thereof and no correspondence in this regard shall be entertained.

(Nandeesh Babu MG)
Deputy General Manager (Civil)
Civil & Procurement Department
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201 301
Tel: 91-120-2512001 to 2512006

Tender opening information

TENDER NO. RFP/ ARCTITECTURAL CUM ENGINEERING/2016

Dated: 19-08-2016

Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise] EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Last Date & Time of Submission of Bid	13 th September, 2016 upto 1500 hrs
Date & Time of Opening of Technical Bid	13 th September, 2016 at 1530 hrs

Name of the Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

CHAPTER-1

1.0 About EdCIL (India) Limited

EdCIL (India) Limited, is the only Central Public Sector Enterprise (CPSE) under the Ministry of Human Resource Development, Govt. of India and the only CPSE of its kind in Education Sector. EdCIL is a “Mini Ratna” consultancy organization providing end-to-end solutions to the Education Sector covering wide spectrum of Human Resource Development services. Providing Project Management Consultancy Services for building project management and Infrastructure for Educational Institutions is the flagship service of EdCIL and it also has core competence in implementing such projects by the virtue of its extensive experience spanning over last three decades.

2.0 Project Background

EdCIL Corporate office is built up on a plot of 3,000 sq mts and having total built up area of 2,734 sq mts. in configuration of Ground + 4. The building also has a basement having area 812 sq mts. and is primarily used for housing the office support services and parking.

EdCIL is looking for a reputed and experienced Architectural-cum-engineering agency who is specialized in undertaking renovation / new construction projects. The major consideration for the agency would be to plan, design, monitor, coordinate and execute the renovation project of the Corporate Office in such a manner that these activities do not affect the day to day functioning of the Corporate Office.

Sealed bids are invited from eligible bidders for Comprehensive Architectural cum Engineering Services including Design & Drawing, execution of additions/alteration, Interior Works at ground floor and first floor of EdCIL’s Corporate Office Building at NOIDA.

The cost of works has been estimated at **Rs.55.00 lakhs**. The estimated cost is indicative and is likely to increase/decrease based on the planning, design and drawing of the bidder. Variations can be due to change in quantities, additional/substitute items etc. in accordance with the design and innovation standard to be submitted by the bidder. Variations supported on DSR-2014 rates or prevailing market rates, whichever is appropriate shall be considered with detailed justification, subject to approval of the competent authority.

Engagement of Architect cum Engineer

CHAPTER-2

TERM OF REFERENCE & DEFINITIONS

Architect/interior Decorator	Engagement of Architectural cum Engineering agency to augment, re-orient, re-plan, refurbish, upgrade and strengthen the existing infrastructure with prime focus on space augmentation, light and air availability, aesthetics and optimization.
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexures, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
MHRD	Ministry of Human Resources Development
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit
EdCIL	EdCIL (India) Limited (A Govt. of India Undertaking)
TC	Tender Committee
PBG	5% Performance Bank Guarantee
Purchaser/ Tendering Authority	EdCIL in this Bid Document.
Security Deposit (SD)	5% amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
Proposal	" Proposal " means the Technical Proposal and the Financial Proposal
RFP	" RFP " means the Request for Proposals to be prepared by the Client for the selection of Architectural cum Engineering agency based on the RFP documents.

CHAPTER -3

Invitation for Submission of Request for Proposal (RFP)

Tender No. RFP/ Architectural cum Engineering/2016 Dated. 19/08/2016

M/s

.....

Dear Sir/ Madam,

**SUB:-ENGAGEMENT OF ARCHITECTURAL CUM ENGINEERING
AGENCY FOR DESIGN, EXECUTION AND AUGMENTATION
OF THE EXISTING STRUCTURE OF EdCIL's CORPORATE
OFFICE AT NOIDA**

1. EdCIL (India) Limited, New Delhi invites open bids for the subject job under "two-packet system" on QCBS method in accordance with the terms and conditions of Tender Document.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under Quality cum Cost Based Selection (QCBS) method as described in this RFP document.

SN	Items	Requirements
1.	Cost of Bid Document (non-refundable)	Rs. 2,000/- (Rs. Two thousand only)
2.	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rs. One Lakh only)
3.	Publishing Date in Website	20 August,2016
4.	Document Download Start Date	20 August,2016
5.	Date of pre bid meeting after receipt of queries	2 nd September, 2016
6.	Bid Submission - Closing Date & Time	13 th September, 2016 upto 1500 Hrs.
7.	Technical Bid - Opening Date & Time	13 th September, 2016 at 1530 Hrs.
8.	Date & Time of Technical Presentation	Will be intimated later to the bidders

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SN	Items	Requirements
9.	Date & Time of opening of Financial bids	Will be intimated later to the bidders
10.	Website for downloading Tender Document, Corrigendum, Addendums, etc	http://www.edcilindia.co.in
11.	Bid Validity Period	120 Days from the date of opening of bid

4. Contact Person:

Deputy General Manager (Civil)
Civil & Procurement Department
EdCIL (India) Limited (A Govt. of India Undertaking),
18 A, Sector-16A,
Noida-201 301
Tel: 91-120-2512001 to 2512006

5. If any of the days specified above happens to be a holiday at EDCIL, the next working day shall be implied.

CHAPTER-4

GENERAL INFORMATION TO BIDDERS REGARDING PROCEDURE FOR SUBMISSION OF BIDS

1. The Bid document may be downloaded from the web site (www.edcilindia.co.in) and submitted along with document fee and EMD of Rs. 2,000/- (Rs. Two thousand only) (non refundable) and Rs.1,00,000/- (Rupees one lakhs only) respectively through demand draft in favour of EdCIL (India) Limited payable at Noida along with Technical Bid. There is no exemption from payment of bid document fees and the bids without requisite fee shall not be accepted.
2. Interested bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and EdCIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
4. Bidding through consortium is not allowed. Bidders are neither allowed to join hands or form a consortium to participate in the tender nor allowed to submit multiple bids. In case of detection of such cases, their bid(s) will be rejected.
5. EdCIL reserves the right to award, modify / cancel the work without assigning any reason..
6. **Financial Bid**
 - a) The bidder shall indicate the prices as specified in the format given at Annexure-13.
 - b) The bidders should quote their most competitive prices.
 - c) All prices should be clearly written both in figures and in words. Bidders should ensure that there is no alterations / corrections in the prices submitted by them.
 - d) In case of a discrepancy between the prices in figures and words, the prices in words will be considered correct.
 - e) The prices quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

7. Earnest Money Deposit

- a) The bidder should enclose EMD of Rs. 1,00,000/- (Rupees One Lakh Only) in form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at Noida, with the Technical proposal/bid.
- b) The bids without EMD shall be summarily rejected.
- c) The successful bidder shall in addition be required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL before release of his EMD. The Performance Bank Guarantee shall be issued by a nationalized/scheduled bank in favour of "EdCIL (India) Limited" to be valid up to 90 days after completion of contract period. This Performance Bank Guarantee shall be retained throughout the currency of the contract and shall be extended by the bidder from time to time, as required by EdCIL.
- d) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract or discharging the tender, as the case may be.
- e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

8. Security deposit

The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under:

- (a) The security deposit will be 5% of the contract value.
- (b) The rate of recovery will be at the rate of 10% of the running/on account bill amount till the full security deposit is recovered. Security deposit will be recovered from the running bill of the contractor and no other mode of collecting security deposit such as security deposit in the form of instruments like BG, FD etc. shall be accepted towards security deposit.
- (c) The security deposit shall be forfeited whenever the Contract is rescinded. The Security Deposit unless forfeited in whole or in part according to the terms and conditions shall be released to the contractor only after the expiry of maintenance and after passing the final bill based on 'No Claim Certificate'. Thus before releasing the S.D., an unconditional and un-equivocal 'No Claim Certificate' from the Contractor concerned would be obtained. The Competent authority would issue the certificate regarding the expiry of the maintenance period and passing of

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the Final Bill based on 'No Claim Certificate'. The Issuing authority for tenders shall normally be the authority who is competent to sign this contract.

Note:- After the work is physically completed, security deposit recovered from the running bills of a contract can be returned to the tenderer if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent Amount to be submitted by him.

9. Acceptance of offer

EdCIL reserves the right to accept/reject any bid or all bids under this tender in full or in part, without assigning any reason.

10. Excuse from Claim

The Bidder at no point of time can excuse themselves from any claims by EdCIL whatsoever for their deviations in conforming to the terms and conditions, payment schedules, time frame for implementation etc. as mentioned in Bid document.

11. Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Bid. Further no request to change the last date or extend period/time for submission shall be entertained by EdCIL. However, EdCIL reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

12. Presentation Before Technical Committee

The Bidders will be required to make presentation at their own cost.

13. Submission of Bid

The Bidder shall submit their Bids in two separate sealed envelopes:

- (i) Technical Bid and
- (ii) Financial Bid

The tender is of a "Two Bid" packet system. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format along with tender Document fee and Earnest Money Deposit (EMD) in one envelop-A. The Financial Proposal should contain only financial Bid as per **Annexure-13 in second envelop**.-B The above two envelopes (first and second) should be put in third envelope, superscribed as (Tender for "ENGAGEMENT OF ARCHITECTURAL cum ENGINEERING AGENCY for DESIGN, EXECUTION AND AUGMENTATION OF THE EXISTING STRUCTURE OF CORPORATE

OFFICE OF EdCIL". In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

The Bid Document should be submitted as mentioned in this clause only on the tender document. Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.

All information called for in the enclosed Annexure should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach us before closing date i.e by 13th September, 2016 up-to 1500 Hrs with an acknowledgment due. EdCIL shall not be responsible for any delay/ loss of offers sent by post.

14. Bid Response Format

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Bid Document. The bidder shall use the following format to submit the response:

The documents of the Technical Bid shall be placed in sealed envelope clearly marking it as "Technical bid for "ENGAGEMENT OF ARCHITECTURAL cum ENGINEERING AGENCY for DESIGN, EXECUTION AND AUGMENTATION OF THE EXISTING STRUCTURE OF CORPORATE OFFICE OF EdCIL".

The financial Bid shall be placed in separate sealed envelope clearly marking it as "Financial Bid for "ENGAGEMENT OF ARCHITECTURAL cum ENGINEERING AGENCY for DESIGN, EXECUTION AND AUGMENTATION OF THE EXISTING STRUCTURE OF CORPORATE OFFICE OF EdCIL". (Do not open with Technical Bid).

The above two envelopes shall be placed in third Big envelope, which shall also be appropriately sealed and marked it as "ENGAGEMENT OF ARCHITECTURAL cum ENGINEERING AGENCY for DESIGN, EXECUTION AND ASSIMILATION WITH EXISTING STRUCTURE".

15. Right to Termination/Cancellation

Notwithstanding anything contained in this document, EdCIL, reserves the right to cancel/modify/terminate the bid/offer process without assigning any reason whatsoever, at any time, prior to signing the contract and EdCIL shall have no liability for above-mentioned action.

16. Authentication of Bid

The Bid document should be typed and there should be no overwriting or cutting or interpolation. Signatures and official stamp of bidder's authorized person should be put at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped and notarized Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom of all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder's letter head. All the Bidders have to abide by all the terms and conditions mentioned in this Bid document.

17. Address for Submission of Bids

Bid Document complete in all respect may be addressed to:

Deputy General Manager (Civil)
Civil & Procurement Department
EdCIL (India) Limited
(A Govt. of India Undertaking),
EdCIL House, 18 A, Sector-16A,
Noida-201 301. Tel: 91-120-2512001 to 2512006

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as required, EdCIL will assume no responsibility for the Bid's misplacement or premature opening.

18. Late Bids

Any Bid received by EdCIL after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. EdCIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

19. Opening of Bids

EdCIL will open Technical Bids as per schedule. The bidder may depute his/their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bids opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

20. Announcement of Bids

The Bidder's names, modifications, if any, in the Proforma and the presence or absence of requisite fees and such other details will be announced at the time of opening of Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

21. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative.

22. Completeness of Bids

EdCIL will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Bid Document. Information must be furnished in comprehensive manner against each column of Bid Document.

23. Technical Presentation

Since this is a open tender, all the eligible bidders need to present the entire concept and design plan of their technical capability of ARCHITECTURAL CUM ENGINEERING for DESIGN, EXECUTION AND AUGMENTATION OF THE EXISTING STRUCTURE OF CORPORATE OFFICE OF EdCIL to a nominated Committee at the designated time and date, that will be intimated to them in due course. A hardcopy of the presentation and explanation should be separately submitted to EdCIL. The weightage in the presentation {Chapter 6 Clause-A (i) & (ii)} will contribute to determine the overall technical weightage for ranking and declaring overall qualified bidder after financial bid opening.

24. Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained. There should be no interlineations, erasures, alterations, fluid-marking, additions or overwriting are found in the financial bid. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

25. Rejection of Bid

The Bid shall be submitted duly filled by downloading Bid document from website. Bids submitted by Fax or e-Mail would not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a Central or any State Government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, EdCIL reserves the right to reject such a bid at any stage.

26. Validity of Bid

Bids shall be valid for acceptance for a period of at least 120 (one hundred twenty) days from date of opening of bid. The Bid with lesser validity period is liable to be rejected. However, the validity period is subject to be extended further, if required, by mutual agreement from time to time.

27. Opening of Financial Bids

Financial Bids will be opened only for those technically qualified bidders in technical evaluation on the date and time, which will be intimated later to technically qualified bidders in due course. The name of Bidder and bid prices shall be announced by EDCIL during opening of Financial Bid.

The date, time and venue of opening of financial bid of the technically qualified bidders will be intimated by email and by displaying the same on the website of EdCIL <http://www.edcilindia.co.in> only.

28. Pre-bid Meeting

A pre-bid meeting will be held on 2nd September, 2016. All the queries raised in the same shall be clarified within a week by uploading it in Company's website as well as email to the concerned bidder.

29. Intellectual Property

All intellectual property submitted to EdCIL during the bid evaluation process or during subsequent phase for the successful bidder will become the intellectual property of EdCIL.

CHAPTER-5

SCOPE OF WORK

The bidder shall provide comprehensive Architectural & Engineering services such as, Planning, Designing, Drawing, assimilation and Interior Works including Execution for Space maximization at ground floor and first floor of EdCIL Corporate Building.

The detailed scope of work is as here under:

- Creation of extra covered space of 200 sqm. with provision of seating for approx. 40 employees.
- Maximize provision of light/air availability to the existing/proposed structure on ground and 1st floor.
- Maximum aesthetic appeal after renovation.
- Renovation work should be carried in such a manner so as to keep a further scope of renovation/expansion on rest of the floors.
- Bid should cover an abstract drawing of proposed structure of EdCIL Corporate Office after expansion of all floors including construction of 5th floor.
- Study the existing usage of 2nd floor and to provide options for optimum utilization of space and also suggest the optimum functionality requirement of the Corporate Building.
- Architectural Planning, Designing and Drawing.
- Interior Planning and execution.
- Up-gradation and Designing of all Services such as Electrical, HVAC, Networking & IT related services, Fire Fighting etc.
- Sustainable Space Utilization and Maximization.
- Preparation of Concept Plan showing Space maximization and Interior up-gradation at ground and first floor of EdCIL building.
- Construction Methodology including relocation of services with prime focus on non-disruption of day to day working of corporate office and Quality assurance Plan.
- Execution of works as a complete job including labour & material and Supervision.
- Any other service not specifically mentioned here in above but required for successful completion of the Project.

CHAPTER-6

BID EVALUATION AND ELIGIBILITY CRITERIA

1. Bid Evaluation Process

The Selection of the Bidder shall be based on Quality cum Cost Based Selection (QCBS). The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:

A. Technical Evaluation: The bids will be evaluated based on the Technical Evaluation Criteria as mentioned below .

i) **Initial Eligibility Criteria:**

Bidders are required to furnish data with supporting documents on the prescribed format mentioned against Sl. No. 1 to 7 of the below mentioned table for evaluation by EdCIL.

Evaluation Criteria

S. N.	Eligibility condition	Document required to support compliance
1.	The Bidder should be Architect-cum-Engineer or firm and must be registered as Architect/Architectural firm with the Council of Architecture, India (COA) for the last five years as on 31 st March, 2016	Certified copy of registration issued by Council of Architecture along with copy of registration for practice.
2.	Architectural cum Engineer or firm should be registered with relevant tax authorities i.e. Income Tax (PAN) No.; Service Tax No.; EPF Registration No. & ESIC Registration No.	Attested photocopies of registration with relevant tax authorities i.e. Income Tax (PAN) No.; Service Tax No.; EPF registration No. & ESIC registration No.
3.	Bidder should have during the last Five years as on 31 st March,16, neither failed to perform on any agreement nor have been expelled from any project or agreement nor have any agreement terminated for breach by the applicant.	An undertaking as per Annexure – 4 duly attested by Notary in a non-judicial stamp paper of value Rs. 100/-.

Engagement of Architect cum Engineer

S. N.	Eligibility condition	Document required to support compliance
4.	The bidder shall furnish an undertaking regarding their non-blacklisting by Government Department/Public Sector Undertaking /Enterprise in India and Central Vigilance Commission during the last five financial years as on 31 st March, 2016.	An undertaking as per Annexure – 3 duly attested by notary in a non-judicial stamp paper of value Rs. 100/-.
5.	The Architectural cum Engineer or firm should have executed work relating to design, execution, assimilation of structure including Renovation/ Construction, Space Planning and Interior Works etc for the covered area during the last five years as on 31 st March,2016 as under: - One Project of similar nature for the area not less than 1050 Sq. Mtrs. and value not less than Rs. 30 lakhs. OR Two Projects of similar nature for the area not less than 800 Sq. Mtrs. And value not less than Rs. 20 lakhs each.	Attested photocopies of work orders or completion certificate from the client for the completed work clearly mentioning the Area of the new/renovated/ refurbishment of building, value, location, year of completion, name of client and details as per Annexure II supported by three photographs of each project (<i>Supported by before and after photographs</i>).
6.	The average annual turnover of the bidder should be Rs. 50 Lakhs during the last three financial years as on 31.03.2016.	A certificate from Chartered Accountant/ Statutory Auditor with Audited Balance sheets including profit and loss accounts.
7.	Bidder must submit latest Bank Solvency Certificate for not less than Rs. 20.00 lakhs and not exceeding 6 months before the date of publication of advertisement.	Certified copy of Solvency Certificate issued by any Nationalized/Scheduled Bank.

ii) Detailed Evaluation

- a) Detailed evaluation of the Bidders, who meet initial eligibility criteria, as per Clause i) above, shall be carried out as per the parameters mentioned hereunder.

S.No.	Head	Max. Marks	Basis of assessment	Documents required in support of compliance
a)	Work Experience (Renovation, Space Planning, Interior works including execution Projects) based on experience as per S.No. 5 of item i) above	20 Marks	01 (One) mark per 100 Sq Mts. beyond 1050 Sq.Mts. for the biggest project executed subject to highest 20 marks being awarded.	<ul style="list-style-type: none">i. Drawings, Elevations in A3 Format and Area Details including Technical write-up of Projects to be considered for assessing Work Experience.ii. Six photographs or more in A3 Format that bring out the essence of work carried out in Projects to be considered for Work Experience.iii. A certificate from the promoter confirming that the participant had undertaken the renovation, repair and extension Project.iv. Attested photocopies of work orders/completion certificate issued by the client for the completed work clearly mentioning the value of work undertaken, area, location, name of client and year of completion etc.

Engagement of Architect cum Engineer

S.No.	Head	Max. Marks	Basis of assessment	Documents required in support of compliance
b)	- Award for excellent quality and performance	20 Marks	-10 marks For every award limited to 20 marks	Attested copies of citations received for awards.
c)	Professional Qualification and Experience in Space Planning and providing innovative architect services to buildings in Educational and other sectors.	(a) 5 marks (b) 5 marks (c) 5 marks (d) 5 marks	<p>a) <u>For Qualification</u> :</p> <p>i) B.Arch -5 marks or ii) Diploma-3 marks</p> <p>b) Experience</p> <p>i) >20 yrs - 5 marks or (ii) <20 yrs – 3 marks</p> <p>c) Construction of Building</p> <p>(i) Building in Education Sector – 5 marks</p> <p>(ii) Building in other than education sector – 3 marks</p> <p>d) Value of work (Rs)</p> <p>(i) >10 cr – 5 marks (ii) <10 cr - 3 marks</p>	Attested copies of qualification, work completion certificate showing the work done, field of building work, value of the work, location etc. issued by the clients.

Engagement of Architect cum Engineer

S.No.	Head	Max. Marks	Basis of assessment	Documents required in support of compliance
d)	Average Annual Financial Turnover for the last three financial years as on 31 st March, 2016	10 Marks	- Rs. 50-60 lakhs – 5 Marks - Rs. 60-70 lakhs – 8 Marks - Above Rs70.00 lakhs – 10 Marks	Attested copies of the Audited Balance Sheet during last 3 Financial Years 2013-14, 2014-15 & 2015-16.
e)	<p><u>Presentation to evaluation committee</u></p> <p>a) Approach and Methodology proposed for design, assimilation, interior with reference to space maximization with aesthetic facade appearance including flow of natural light, air, electrical fixtures/fittings etc.</p> <p>b) Approach and methodology for cost effective measures with efficient and optimum space utilization and aesthetic facade appearance</p> <p>c) Robustness of work plan to meet quality and timeliness of deliverables</p>	15 Marks 10 Marks 5 Marks	-	-
Total		100 Marks		

- iii) **Technically Eligible Bidders** – Technically qualified bidders as per eligibility criteria shall be eligible for opening of financial bid.

B. Financial Evaluation

The financial bids shall be opened for those bidders who have been declared eligible to be qualified. The financial bids shall be opened in presence of representatives of eligible bidders, who may wish to be present. The EdCIL shall inform the date, place and time for opening of financial bid in due course.

The financial offers would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

C. Final Evaluation of the Bids

The final selection of the bidder will be based on QUALITY-CUM-COST BASED SELECTION (QCBS).

There will be 70% weightage for Technical Evaluation and 30% weightage for Financial Evaluation.

The individual bidder's financial scores (Fn) are normalized as per the formula detailed below:

$$Fn = F_{min} / F_b * 100 \% \text{ (rounded off to 2 decimal places)}$$

Where:

Fn = Normalized financial score for the bidder under consideration

Fb = Absolute financial quote for the bidder under consideration

Fmin = Minimum absolute financial quote

$$\text{Composite Score (S)} = T_s * 0.7 + F_n * 0.3$$

The bidder with the highest Composite Score(S) would be awarded the contract.

CHAPTER-7

Proposed Contract Terms

1) Income Tax/ Service Tax Registration Certificate

PAN and Service tax registration No, PF Registration No., ESIC No. should be quoted.

2) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5) Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum:
 - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

6) Deliverables

The bidder whose tender is accepted shall arrange to start the services as per timelines given in the Presentation, after the approval of the Competent Authority subject to prescribed completion period.

7) Completion period

Minimum completion period will be 6 (six) months subject to timelines to be projected by Bidders in presentation and approved by the competent authority.

8) Maintenance Period

Maintenance period for maintaining the work in good/defect free condition as per EdCIL satisfaction for period of one year after completion of work in all respect and issue of completion certificate by Competent authority of EdCIL

9) PAYMENT TERMS

Payment term will be as follows:

Sl.No.	Deliverable	Time period for each deliverable	Payment schedule
1	Concept Plan	3 weeks from the date of award of work	No payment as item rates quoted are inclusive of all drawings, design, interior etc.
2	Final Design and drawings	6 weeks from the date of award of work	As above.
3	Construction stage	Start of execution of work just after approval of the final Design and drawings by EdCIL	Payment will be made with corresponding to the progress of work.
4	Completion of work	Six months after start of work	Final payment will be made after issue of completion certificate by Competent authority

10) Standard of performance

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management, technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.

The work shall be executed in accordance with CPWD's and/or any other relevant specification. The material conforming to relevant BIS code or/and any other applicable code of standard shall be used.

The bidder shall enter into a non-disclosure agreement with EdCIL.

11) Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of other party.

12) JV/Consortium

No JV/consortium will be entertained by EdCIL.

13) LD on account of Delays in the Bidder's Performance

Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 5% of the order value, unless an extension of time is agreed upon.

14) Termination

EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Agency.

a) Termination of The Contract

The Contract is liable to be terminated if the Agency:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. If the Agency obtains the contract with EdCIL with illegal manner;
- ix. Information submitted/furnished by the contract are found to be incorrect.
- x. The above shall be without prejudice to EdCIL's other rights under the law.

b) Consequences of Termination

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Agency and to recover from the Agency any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Agency shall stand forfeited.
- iii. The Agency shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Agency for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence

of termination of the contract.

c) TERMINATION FOR CONVENIENCE

- i. EdCIL, by Notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Agency may be appropriately compensated on mutually agreed terms for the loss incurred by the Agency if any due to such termination.

15) Settlement of Disputes

- a) **General:** If any dispute arises between the Agency and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Agency on the points of dispute. The representation so received shall be examined by Competent Authority in EdCIL. The Agency will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Competent Authority of EdCIL for settlement of disputes.

16) Arbitration:

- c) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- d) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

17) Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL

Website <http://www.edcilindia.co.in>.

- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid or reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants/experts to assist EdCIL in the evaluation or review of proposals.
- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.
- i. Enhance or reduce scope of work and/or introduce any new item based on a supplementary agreement mutually being discussed and arrived at.

18) Suspension

- a) EdCIL may, after giving a written notice of suspension to the Agency, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Agency, if the Agency fails to perform any of its obligations (including the carrying out of the work) provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Agency.

19) Force Majeure

- Notwithstanding anything contained in the Bid Document, the Agency shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The

preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of EdCIL, regarding Force Majeure shall be final and binding on the Bidder.

- If a Force Majeure situation arises, the Agency shall promptly notify to the EdCIL in writing, of such conditions and the cause thereof. Unless otherwise directed by EdCIL in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Agency, if as a result of Force Majeure; the Agency is unable to perform a material portion of the services for a period of more than 30 days.

20) Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

21) Special Terms and Conditions

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project subject to timelines given by Bidder in presentation. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of EdCIL for awarding contract and mode of contract will be final and binding on the bidder.
- EdCIL reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.
- Any court case arising out of bidder's mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

Bid Form

I. Addressed to

a.	Name of the tendering authority	EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A NOIDA - 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372

II. Tender No. RFP/ **ARCHITECTURAL-CUM-ENGINEERING/2016**

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				
11.	Indicate if organization has been blacklisted or not.				

Engagement of Architect cum Engineer

12.	Breakup of Partners, Engagement Managers Associates and other consulting employees	
13.	No. of offices globally	
14.	Are there any clarifications, etc. that the Bidder may like to make.	

- IV. The Tender document fee amounting to Rs. 2,000/- (Rupees Two Thousand Only) has been remitted vide DD/ Banker's cheque No._____ dated _____ in favour of EdCIL (India) Limited, Payable at, NOIDA, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the items of work as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the Price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.

- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

LETTER OF UNDERTAKING
(ON THE LETTER HEAD OF THE BIDDER)

To

Deputy General Manager (Civil)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA - 201301 (U.P.), India

Sir,

**SUBJECT:-ENGAGEMENT OF ARCHITECTURAL CUM
ENGINEERING AGENCY FOR DESIGN, EXECUTION
AND AUGMENTATION OF THE EXISTING STRUCTURE
OF EdCIL's CORPORATE OFFICE AT NOIDA**

This bears reference to EdCIL Tender No. RFP/Architectural-cum-Engineering /2016 Dated 19th August, 2016. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EDCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ___/___/2016 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been **blacklisted** in any of the government department and public sector undertaking /enterprise in India and central Vigilance commission, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

Note: *The undertaking regarding the non blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which may be deemed fit at that point of time.

Authorized Signatory

Note: *The undertaking regarding the non blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

Annexure 5

Annual Average Turn Over:-

Sl. No.	Financial Year	Annual Turn over
1.	2013-14	
2.	2014-15	
3.	2015-16	

Note: Certificate from Statutory Auditor/ Chartered Accountant certifying balance sheet only for all three years to be attached.

**Details of Renovation/New and Refurbishment /Interiors projects
Completed During Last 5 years**

S.No.	Name of the Projects	Owner OR Sponsoring Organization	Total Area (In Sqm.)	Total cost of the Project (In lakhs)	Date of Start	Schedule Date of Completion	Actual Date of Completion	Reason for Delay, if any
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

Annexure-7

Details of Buildings Projects Completed During Last 5 years

S.No	Name of the Projects	Owner OR Sponsoring Organization	Total Area (In Sqm.)	Total cost of the Project (In lakhs)	Date of Start	Scheduled Date of Completion	Actual Date of Completion	Reason for Delay, if any
1.								
2.								
3.								
4.								
5.								
6.								
7.								

Signature with Seal

Awards conferred from reputed professional body.

S.No.	Name of organization	Year of Event	Award /Recognition Conferred	Remarks
1.				
2.				
3.				
4.				

Signature with Seal

POWER OF ATTORNEY

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2016.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostille certificate.

LETTER OF TRANSMITTAL

From :

To

Deputy General Manager (Projects),
Civil & Procurement Department
EdCIL (India) Limited,
Ed.CIL House, 18A, Sector- 16A,
NOIDA- 201 301 (U.P)

**SUBJECT:-ENGAGEMENT OF ARCHITECTURAL CUM
ENGINEERING AGENCY FOR DESIGN, EXECUTION
AND AUGEMENTATION OF THE EXISTING
STRUCTURE OF EdCIL's CORPORATE OFFICE AT
NOIDA**

-Submission of Bid -

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite **certified solvency certificate** and authorise the Ed.CIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise Ed.CIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.
4. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works :

Engagement of Architect cum Engineer

S.No.	Name of Work	Certificate From

5. Earnest Money Deposit amounting to Rs. ----- in the form of DD/Pay Order No. ----- dated ----- issued by ----- Bank is submitted.

Technical bid along with EMD & document fees in one envelope-‘A’ is enclosed .

6. Demand Draft of Rs. 2000/- towards Bid document cost.
7. Financial bid is submitted, herewith separately under sealed second **envelope-‘B’**.
8. Two Envelopes ‘A’ & ‘B’ are put in 3rd big envelope duly super scribed as mentioned above.

Enclosures :

Date of Submission:

ANNEXURE – 11

Name of the Bank: -----

To

Deputy General Manager (Civil)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA - 201301 (U.P.), India

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chairman and Managing Director EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----dt..... Made between..... (Designation & address of contract signing Authority) and (here in after called “the said Agency” for the work..... (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ (₹only) on demand by the EdCIL (India) Ltd.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or -----(Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to 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 agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.
- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

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7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.
9. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: The day of for
(indicate the name of bank)

Witness

1

2.

Signature of Banks Authorized official

(Name)-----

Designation with Code No. -----

Full Address-----

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of 2016, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards “Comprehensive architectural services such as, Planning, Designing, Drawing and Interior Works including Execution for Space maximization at ground floor and first floor of EdCIL Corporate Building at NOIDA” for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2016 dated.....2016.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. dated2016 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. Commitments of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected

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directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY DEPOSIT

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,00,000 as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 SANCTIONS FOR VIOLATIONS

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the

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BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an

Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. RFP/Architectural-cum-Engineering/2016 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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13. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited
Name of the Officer

BIDDER
CHIEF EXECUTIVE
OFFICER
Designation

Witness

Witness

1. _____ 1.

2. _____ 2.

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

Financial Bid

Financial Proposal (Price Bid) shall be submitted with full price details.

Price Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided. FIN-1 and FIN-2.

FORM FIN-1 Financial Proposal Submission Form

FORM FIN-2 BOQ – AS PER ATTACHMENT IN “**EXCEL FILE**”

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

To:

Deputy General Manager (Civil)
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA - 201301 (U.P.), India

Dated.....

Dear Sirs:

We, the undersigned, offer to provide “Comprehensive architectural cum Engineering services such as, Planning, Designing, Drawing, Augmentation and Interior Works including Execution for Space maximization at ground floor and first floor of EdCIL Corporate Building at NOIDA”, in accordance with your Request for Proposal dated 19th August, 2016.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies) {Insert amount(s) in words and figures}, The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: