



**TENDER DOCUMENT
FOR PROJECT ENGINEERING SERVICES**

Tender
Document No.
GIA-12
Version -01

RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED

Road No. 12, V.K. I Area, Jaipur- 302013 (Rajasthan) India


Ph: 0141-2330509, 2330110, Fax: 0141-2330461

Email: purchase@rdpl-india.in

**TENDER
DOCUMENT FOR PROJECT
ENGINEERING SERVICES**

**Tender No.GIA-012
Version-01
Date - 06-08-2013**

Tender cost Rs.500/-

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RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED
Road No. 12, V.K. I Area, Jaipur- 302013 (Rajasthan) India
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CONSULTANCY FOR PROJECT ENGINEERING SERVICES

Sealed tenders are invited for CONSULTANCY FOR PROJECT ENGINEERING SERVICES. Interested parties may obtain tender documents with scope of work and commercial terms and conditions from Manager (Materials) on any working day up to 24/08/2013 on payment of Rs. 500/- (Rs. Five Hundred only) in cash/ Demand draft in favor of “Rajasthan Drugs & Pharmaceuticals Ltd.” payable at Jaipur. Tender duly completed with requisite documents and earnest money of 10,000 /- (Ten Thousand only) as Demand draft in favor of “Rajasthan Drugs & Pharmaceuticals Ltd.” payable at Jaipur, must reach the undersigned up to 3 PM on 28.08.2013. The technical bid shall be opened at 4.00 PM on the same day in presence of representatives of the bidders if available. The date of opening of financial bid of the technically qualified bidders will be informed later on. The company reserves the rights to accept or reject any offer without assigning any reason. For further details, please visit our website: www.rdpl-india.in.

Factory Manager

Date – 06-08-2013

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1. Scope of work :-

- Coordination of inputs and work flow between various parties and stakeholders.
- Scheduling and monitoring of work to finish the project within the stipulated deadline.
- You will provide one civil/ architectural and one electrical engineer as per qualification mention in eligibility criteria for project monitoring and implementation
- Budgeting of project , comparing with BOQ and monitoring costs and cash flows.
- Checking of all kind of drawings against the strength and economically the project.
- Through quality check of workmanship and all material supplied at site.
- Verifying contractor bills and /or verifying measurements and providing preliminary certification of contractor's bills.
- Deploying management team at site as per requirement.
- Performing periodic site visits by the chief consultant.
- Preparing and sending weekly and monthly progress reports of all parties with pictures, issues, problems, clearances needed, financial health, daily labour and manpower report.
- Support for preparing work orders, comparing vendor quotes, negotiation and following -up orders for material supplied supplied by owner.
- Drafting construction contract and contractor selection by analyzing rates, comparing quotes and negotiation.
- Performing rate analysis for extra item and checking and verifying their authenticity.To prepare Daily log book of project.

2. ELIGIBILITY CRITERIA :-

- 2.1 The consultant should have a team of engineer for civil / architectural and electrical.
- 2.2 He should have 7-8 experience for supervision of construction project.
- 2.3 He should have civil /architectural and electrical engineer who have minimum 3 years experiences for civil project execution.
- 2.4 He should have experience to execute civil project of minimum value of Rs. 2.0crore
- 2.5 He should give details of the projects in hand & anticipated projects for the current financial year.

The agency should enclose the documents in support of above eligibility criteria along with the technical document.

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3. TERMS & CONDITIONS

- 3.1. The Quotation / Offer must be sent in double sealed envelopes, wherein the outer sealed envelop must bear the inscription "**Quotation for Project Engineering services consultant Due On 28.08.2013**". Technical & financial bid should be sealed in two separate envelopes & should enclosed in the main outer envelope which bear the above captioned heading. **MANAGEMENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OFFER WITHOUT ASSIGNING ANY REASON.** .
- 3.2. The quotations must accompany with an Earnest Money Deposit of Rs. 10,000/- in favour of Rajasthan Drugs & Pharmaceuticals Ltd. payable by **Demand Draft** at Jaipur. This earnest money shall however, automatically be converted into Security Deposit immediately after acceptance of the offer of the party & placement of the work order. This is required for proper fulfillment of the order's terms and conditions and the company reserves the right to forfeit this amount in case the agency does not comply with the obligations of the terms and conditions of the work order. The tenders without EMD are liable to be rejected.
- 3.3. The offer shall be kept valid for a period of minimum 60 days from the date of opening of tenders. Tenders not giving the required validity period may be rejected at the discretion of company.
- 3.4. **PAYMENT TERMS:**
Payment shall be made on monthly basis .However, the payment terms offered by the tenderer being otherwise different than the above, shall be subject to the acceptance by the company.
- 3.5. **PRICE ESCALATION:** The price escalation clause shall not be applicable.
- 3.6. **ACCEPTANCE OF WORK ORDER:** The agencies ensure to send the acknowledgment immediately on receipt of work order. The unconditional confirmation of receipt of work order may be faxed.
- 3.7. **SETTLEMENT OF DISPUTE (ARBITRATION)**
All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to INTERNATIONAL CENTRE FOR ALTERNATIVE DISPUTE RESOLUTION having its office at plot no.6 ,vasant kunj institutional area , phase –ii ,New Delhi-110070 and its decision/ award shall be binding on both the parties.

In case either party fails to accept the award of the arbitrator the other party may refer the matter to

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the court of law having jurisdiction at Jaipur only.

3.8. **LEGAL PROCEEDINGS:** All disputes and legal proceedings arising out of this order shall be lodged and admissible in Jaipur Courts only and not outside Jaipur.

4. SPECIAL TERMS & CONDITIONS

- 4.1 He shall have to enter in to a agreement on a non-Judicial Stamp paper of Rupees 100/ for which the stamp duty shall be borne by consultant.
- 4.2 Services Tax if applicable shall be paid is extra.
- 4.3 TDS & any other govt. levy shall deduct for the bills as per govt. rules.
- 4.4 **The contract pried for project engineering services shall be for a pried of 09 months from the date of agreement. If required it can be extended by mutual consent of both the parties.**


For, Rajasthan Drugs & Pharmaceutical Ltd.,

(Vinod Singhai)
Factory Manager

ABOVE TERMS ARE ACCEPTED

(Signature of Tenderer /Supplier)
With rubber stamp

Date: -

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Schedule of services

1. Planning and Co-ordination:

- 1.1 Planning, scheduling and implementing construction programs to complete the project in time.
- 1.2 To Co-ordinate with the Engineer in charge/Architect/ Consultant for the necessary drawings.
- 1.3 To study & scrutinize Drawings as well as tender & contract documents and point out discrepancies, if any, as also to ensure incorporation
- 1.4 Documentation of all project related matters, including minutes of different meetings.
- 1.5 Preparation of periodical reports relating to time, cost and quality.
- 1.6 Ensure that the RDPL and the Contractor abide by the Conditions of contract.
- 1.7 PES should give the Budget requirement for every three months.


2. Construction Supervision:

- 2.1 Shall physically verify all dimensions of site and ensure that they are as per drawings. Discrepancies shall be notified to RDPL immediately. Shall be responsible to maintain the dimensions at site as per the drawing.
- 2.2 Shall study all drawings, contract Agreement, specifications etc. and ensure implementation at site.
- 2.3 Shall be responsible for overall monitoring of the construction and shall be available at site EVERYDAY (including nights if the contractor carries out work in shifts to achieve the project completion schedule) for supervision & coordination of site work with the RDPL and contractors.
- 2.4 Shall be responsible to deploy requisite number of qualified and experienced Engineers (Civil, structure, Electrical etc.)at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per

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specifications and standards.

- 2.5 Shall be responsible to supervise the day to day works like earth work, PCC,RCC brick masonry, joinery, floorings and all civil, structure and Electrical works (Internal and External), and all other items as stipulated in the bill of quantities in Agreement with contractors.
- 2.6 Checking all the measurements recorded in the bill prepared by contractor at site with respect to approved drawings and to certify the accuracy. If in case, it is necessary to take measurements at site and record and finalize the bills, the PES shall also do so to make timely payment for the works done.
- 2.7 (a) The PES shall check the bills submitted by the contractor and certify the accuracy within three to four days from the date of receipt of bill from contractor by the Engineer in charge. Minimum ten percent of such measurements will be got checked by RDPL's Engineer (b) If bills/ measurements not submitted by the contractor, the PES shall take measurements jointly with contractor's representative , record them in measurements books (MBs) supplied by RDPL and obtain contractor's signature in token of acceptance & prepare bills. Hidden measurements which cannot be recorded in future shall be recorded before covering up the works.
(c) If contractor's representative fails to attend at the measurements or Contractor fails to countersign after giving reasonable notice to the contractor, PES should take measurements and prepare bills and send for payments. Minimum ten percent of such measurements will be got checked by RDPL's Engineer
- 2.8 On completion of works, the PES shall have the responsibility to finalise the final bills for the work as per actual execution.
- 2.9 The PES should settle the Final Bill within six months after completion of project
- 2.10 Shall be responsible to maintain the day to day consumption for cement in the work and shall see that the cement used in working as per the theoretical requirement.
- 2.11 Shall be responsible for completion of project as per scheduled time stipulated in agreement with the contractors.
- 2.12 Shall preserve field books and measurements books supplied by RDPL in safe custody and shall return the same to RDPL after completion of project or as advised by RDPL.

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- 2.13 Shall maintain cement register, steel register, daily labour register, drawing register, hindrance register, register for payment of advances and recoveries , registers for reconciliation of materials to facilitate recoveries register for movement of filed books/ measurement books , site instructions book, diary of work , Quality Assurance (QA) records, etc., and any other register as advised by RDPL and shall return all registers referred above after completion of the project or as advised by RDPL.
- 2.14 Shall ensure that contractors have taken requisite “All Risk Insurance Policies” to cover workman under Workman Compensation Act, loss/ damage caused by natural calamities/ accident/ accidental collapse of partially completed work, materials and plant at site and for third party claims for injury/ damages. PES shall ensure that all such policies remain in force throughout the execution of project.
- 2.15 Shall ensure that all instructions to the contactors will be issued in the form of letter written by Engineer in charge to the contractor or site instructions to the contractor written by Engineer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at any time. It will be PES responsibility to regularize all verbal instructions given by competent authority in unavoidable circumstances by obtaining written confirmations / ratifications. PES shall ensure that extra/deviated items are not executed unless approved by RDPL and rates are finalized. A register for extra / substituted items shall be maintained by PES.
- 2.16 Shall ensure safety of structure by taking all necessary precautions and by not allowing excessive construction loads on floors and shall avoid such other factors which will endanger the safety of structure during constructions.
- 2.17 Shall take custody of objects of value and antiquity found on site during excavation or otherwise and hand over to RDPL official.
- 2.18 Shall ensure that safety of personnel working at site / inspecting the site by taking precautions by putting barricades, night lamps near trenches, pits, open shafts, edge of floors, terraces and such other places and to insist on compliance of safety code such as use of helmets, etc, on work site.
- 2.19 The PES shall make their own arrangements at no extra cost to the RDPL for instruments /equipments such as theodolites, leveling instruments, prismatic compass, chain, measuring



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tapes, plain tables and ranging rods, such other equipments/ instruments for the staff of PES, etc.


- 2.20 Suggest modification, if any, due to site conditions and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

3. Quality Control:


- 3.1 Monitor the quality of the works and control the quality as per specification, relevant codes and as per sound Engineering practices.
- 3.2 Maintain the registers for mandatory tests to be conducted for all materials before incorporation in works. The guidelines may be taken from the Engineer in charge regarding the registers to be maintained.
- 3.3 Inspect and approve the materials at site as per specifications before they are used in work.
- 3.4 Shall be responsible for obtaining good workmanship with respect to lines, levels, plumb, finish, etc. shall check all centerlines, dimensions, levels and plumb at all stages of work with reference to working drawing and shall ensure correct dimensions of all elements.
- 3.5 Shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed is of high standard good workmanship and desired quality.

4. Site co-ordinations:

- 4.1 Shall attend periodic site meetings / meetings in RDPL office and discuss site conditions bottlenecks faced likely hindrances, time overruns, cost overruns and any other important matter along with solutions proposed. PES will be required to submit periodic reports concerning quality standard and progress of the project.
- 4.2 To co-ordinate between the RDPL and contractors in all matters relating to obtaining construction drawings from Architect & instructions etc.
- 4.3 To arrange issue of preliminary completion report, defect liability completion report, final job completion report approved from Govt. Authorised Engineers.

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- 4.4 Any other construction management task not specifically mentioned but relevant to the realization of the project.
- 4.5 Shall help RDPL in settling all the bills of all agencies.
- 4.6 The PES shall in accordance with and as required by the terms of Agreement or agreements entered or to be entered into between RDPL on one part, and the contractor or contractors on the other part certify after the verification that the work measured and stipulation in the specifications, drawings and Bill of Quantities prescribed in the contract agreement entered into with the contractor (s) are in order. In the matter of approving such bills, the PES shall conform adherence to the rules and instructions issued by RDPL and intimate to the RDPL, guarantee and correctness of all such certificates and shall hold themselves responsible for the correctness of all bills and certificates issued, scrutinized or checked by them, as to the quality of the work concerned as well as the quantities of various items of works. Before certifying any bill PES shall ensure that the work being certified is, in general in accordance with the designs.
- 4.7 Shall check periodically the quantities recorded for various items and keep watch on excess/shortage. PES shall account for all variations in tender quantities with respect to executions drawings and submit a report. He shall assess impact of excessive quantities on the cost of project and wherever felt necessary by RDPL prepare a Running Summary of Cost for perusal of RDPL. PES shall obtain approval from RDPL if the quantities put to tender are likely to exceed by 10 % prior to giving green signal to contractor to go ahead with the work.
- 4.8 Shall prepare “Running Summary of Cost” for the project once in three month or as desired by RDPL and ensure that there will be no cost overrun. PES shall help RDPL in preparing a note of revised sanction for the project. PES shall ensure that following are not recommended for payment in interim bills / final bills.
- i) extra items / deviated items not approved by RDPL.
 - ii) Payments beyond financial sanction and
 - iii) Payment for the work done in extended period without sanction for the time extension.
- 4.9 Shall co-ordinate with all agencies working at site, liaison with local authorities for proper permissions / commencement certificate / completion certificate, etc.

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- 4.10 Shall ensure that work proceeds smoothly and not hampered for want of decisions / drawings / clarifications.
- 4.11 Shall submit physical and financial progress reports once every month or as desired by RDPL in standard Performa approved by RDPL.
- 4.12 Shall anticipate time overruns, well before completion date and obtain requests for extension from contractors. PES shall submit contractor's request for extension of time along with his recommendations well within time. Bill for work done in extended time, yet to be sanctioned, shall not be recommended. PES will note that only competent authority in RDPL namely Engineer in charge / Project Engineer / Project Covener / Managing Director of RDPL only have authority to grant permissions for extensions.
- 4.13 Shall advise RDPL with regard to extra claims / disputes / CTE's & CVO observations / arbitration cases between RDPL and the Contractors, if any and assist RDPL in case of any dispute till the cases are resolved either by mutual negotiation or through arbitration or court, as the case may be.
- 4.14 Shall suggest modifications, if any, due to site condition and advise reasoned justification of cost variations on account of resultant extra items and excess supported by proper analysis.

5. Personnel:

- 5.1 PES is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, RDPL find any Engineer/s not up to the mark, PES will have withdraw him / them from site and replace him / them by posting new one/s in his / their position. RDPL reserves the right to remove such personnel and ask for a substitute of required caliber. In case an Engineer/s resign from their employment, PES shall immediately provide a substitute of equivalent caliber. PES shall not make any changes in the personnel deployed by them on work site without prior permission.
- 5.2 The PES shall furnish the list of Engineers and Supervisors (Civil and Electrical) with details of their qualifications, experience, etc., to the RDPL.
- 5.3 The RDPL undertakes no responsibility in respect of any life, health accident, travel and any other insurance for the personnel deployed by PES.

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- 5.4 The PES shall be responsible for any damage or loss on account of neglect of professional duty or conduct on the part of such staff or Engineers or others. To this effect, the PES shall indemnify RDPL.
- 5.5 The PES shall not have any objection to RDPL maintaining any Engineering staff at its own cost at the site of work to carry out work duties allotted to them by RDPL, in respect of all the work at site or other areas outside the scope of PES work for overall surveillance, security and verification.
- 5.6 PES shall provide manpower at site timely and only experienced persons will be provided at site.
- 5.6.1 It will be compulsory for PES to place following full-time qualified adequate Engineers on site throughout the execution of work. One Resident Engineer Graduate / Diploma holder with not less than 3 year experience in building construction industry. And one Engineer having BE / B. Tech will be with not less than 3 year experience for Electrical Works as and when required. Prior to posting these personnel to work site / office PES shall submit their Bio-data and obtain approval of RDPL.
- 5.6.2 The above requirement is the visualized minimum. However, more Engineers and other categories of staff may have to be appointed, if necessary, for satisfactory supervision and co-ordination, If is specifically agreed that the RDPL shall have no responsibility for any Staff / Officers / Engineers engaged by the PES and the said PES alone shall be responsible as Employer.
- 5.7 In case the Resident Engineer / Senior Engineer employed by the PES are required to travel to any other station outside work station, in connection with the discharge to the duties relating to project, he shall get his program and mode of travel approved by employer and will be paid actual travel charges to and fro, incidentals in the form of actuals for conveyance used, stay in reasonably good hotel, and such daily allowance as deaded martially subject to production of document in proof of expenditure. However, prior approval from employer shall be obtained for any such tours without which such payment will not be reimbursed.

6. PES's responsibility after completion of project and defects liability period:

- 6.1 PES shall carry out detailed inspection on completion of project and get rectified all defects

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noticed during inspection. PES shall also carry out detailed inspection during defects liability period and get rectified all defects noticed during such inspection before the end of defects liability period.

- 6.2 PES shall advise RDPL with regards to extra claims or disputes / arbitration cases between RDPL and the contractor/s, if any, and assist in case of any dispute till the matters are resolved either by mutual negotiation or through Arbitration the case may be.
- 6.3 PES should collect the Guarantee Bond for Water Proofing & Anti Termite Treatment and As Built drawing and it should be handed over to the RDPL.
- 6.4 Defect Liability period shall be one year after the completion or shall pass one rainy season whichever is later.

7. Professional Misconduct:


- 7.1 If at any time, it is noticed that deliberate has been made by the PES to cause over payments to the contractors by over-measurement or over estimation of rates or sub-standard work accepted and recommended for payment, the amount shall be recovered from the payment due to the PES not only from this contract but also from any other contract awarded by this RDPL. The matter will be viewed as a professional misconduct and strict action as per the laws of country will be taken and recoveries shall be made from PES.

8. Sub-letting of professional services:

- 8.1 No sub-letting of services shall be permitted by the RDPL. Under no circumstances the PES shall sublet the services.

9. Confidentiality:

- 9.1 Except with the prior written consent by the RDPL, the PES and their representatives shall not any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The PES shall not publicize any information pertaining to RDPL which is discussed with them during course of execution of work in the interest of project completion.

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10. OTHER TERMS AND CONDITIONS:

1. If shall be open to the RDPL to abandon or give up at any stage of the construction of any of the site building or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the PES shall be paid fees upto duration worked by them.

11. Termination of Contract:


If the PES fails to perform any of its obligations this agreement or if RDPL is dissatisfied with the services of the PES, RDPL may issue seven days written notice intimation the PES of their failures or deficiencies and calling upon PES to rectify within such time as may be specified in the notice and if the PES fails to perform such obligation or make good such deficiencies as pointed out to the PES in the notice, RDPL may terminate the services of PES under this agreement.

RDPL may also terminate the PES's services hereunder:

- i) if the firm is adjudged a bankrupt or
- ii) if the firm make a general assignment for the benefit of their creditors or
- iii) if a receiver is appointed on account of their insolvency or
- iv) they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that arise on account of such termination and RDPL may get the project completed by whatever method they may deem expedient. In such case, the PES shall not be entitled to receive any further payment, if due, until the loss damage or expense incurred by RDPL due to breach of this agreement by PES have been settled by them.

3. In case the PES shall abandons the work during the course of the project, the RDPL has the right to appoint an alternate PES or make an arrangement for carrying out the work of PES, at the risk and cost of the PES.

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12. DISPUTE SETTLEMENT

1. In case of any dispute or difference arising between the parties during the progress of or after construction or abandonment of the work as to the meaning of construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to MANAGING DIRECTOR, RDPL who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment thereof.
2. It is specifically agreed that the PES shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.
3. The venue of Arbitration proceedings shall be RDPL, Jaipur.
4. It is further agreed between the parties as hereto that the Jaipur Courts alone shall have the exclusive jurisdiction.