



GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR (C.G.)
(A Central University established by the Central Universities Act, 2009)

e-Tender

“Expression of Interest (EoI) cum Request for Proposal (RfP)”


for

Appointing a Central Public Sector Undertaking (CPSU), GoI as Project Management Consultant (PMC) Agency for the Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus for the Period of 3 years (extendable up to 2 years) The total tentative amount for the work (Multiple Orders) is Rs. 300 Crore.

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A: e-Tender Notice for EoI cum RfP

	GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR (C.G.) Phone 07752-260491, Website www.ggu.ac.in
No. 63/EoI/Engg./GGV/CPSU/2023/Bilaspur	Date: 10/03/2023
<u>e-Tender Notice for EoI cum RfP</u>	
<p>GGV, Invites EoI cum RfP for appointing a Central Public Sector Undertaking (CPSU), GoI as PMC agency for the Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus. The details of EoI cum RfP can be downloaded from the websites, www.ggu.ac.in or www.eprocure.gov.in. The total tentative amount for the work (Multiple Orders) is Rs. 300 Crore.</p> <p>The last date/time for submitting the EoI etc is 05-04-2023 upto 4.00 PM. Tender Processing Fee is Rs.20,000/- & EMD is Rs 15 Lakh.</p>	
Registrar (Acting)	

B: Letter of Invitation (LoI)

(E-Tender under QCBS- GFR2017; Rule-192)

Expression of Interest (EoI) cum Request of Proposal (RfP) for appointing a Schedule 'A' Central Public Sector Undertaking (GoI) as Project Management Consultant (PMC) agency for the Management & Supervision with Architectural Services for Execution of Projects/Works in Guru Ghasidas Vishwavidyalaya, (GGV) Campus, Bilaspur, for the Period of 3 years (extendable up to 2 years). The above period is for the award of the new projects/works within the total amount of Rs. 300 crores (Tentative) or in excess as per the conditions/relevant clause of the EoI.

The details of the EoI cum RfP can be downloaded from the University website www.ggu.ac.in or from CPP Portal www.eprocure.gov.in.

Tender cost cum Tender Processing Fee (Non-refundable) of Rs.20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft only and an EMD of Rs.15.00 lakh (Rupees Fifteen Lakh Only) in the form of Demand Draft or FDR from any Scheduled Bank in favour of "Registrar, Guru Ghasidas Vishwavidyalaya" payable at Bilaspur (C.G.) within the due date of submission of EoI Cum RfP.

Tentative Total Amount Project(s)/Work(s) (Multiple Projects/ work orders, Subject to Availability of Fund and also as per clause 35(i))	:-Rs. 300 Crore
Earnest Money Deposit (in the form of DD/FDR only)	:-Rs. 15 Lakh
Tender cost cum Tender Processing Fee (Non Refundable) (in the form of D.D only.)	:-Rs. 20,000/-
Last date of Online Submission of EoI/RfP	05-04-2023, Up to 4.00 PM
For reaching to GGV Last date of the EMD & Tender Cost cum processing fee (through surface mail as elaborated in this EoI)	05-04-2023, Up to 4.00 PM

C: SALIENT EVENTS AND SCHEDULE

E-TENDER NO.	No. 63/EoI/Engg./GGV/CPSU/2023, Bilaspur, Date: 10-03-2023
Name of the Work	Project Management Consultant (PMC) agency for the Management & Supervision with Architectural Services for Execution of Projects/Works in Guru Ghasidas Vishwavidyalaya (GGV) Campus, Bilaspur, (C.G.)
Place of Work	Guru Ghasidas Vishwavidyalaya (GGV) Campus, Koni, Bilaspur (C.G.), 495009
Tender Inviting Authority	Registrar, Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.)
Method of selection through e-Tender (GFR 2017, Rule 192)	Quality and Cost Based Selection (QCBS)
Period of Contract	Three (3) years from the date of Agreement (further extendable up to 2 years with mutual consent). The period is for assigning new projects/works from time to time as per the fund availability.
Last Date & Time for submission of EoI/RfP in online	05-04-2023 at 4:00 PM
Last Date & Time and place for Reaching of DD of Tender Cost/ processing fee & EMD	05-04-2023 at 4:00 PM Must reach to “ The University Engineer, Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur (C.G.), 495009 (only through Speed/Registered post or Courier service)
Pre-Bid Meeting	24-03-2023 at 11:00 AM Conference hall, Administrative Building, GGV campus
Date and time of opening the online Technical Bid of EoI/RfP	06-04-2023 at 4:30 PM
Date of Presentation (under stage B) by the eligible bidders after technical evaluation as per Stage-A	Presentation by eligible bidder under technical Evaluation stage-B to be notified later and informed to the eligible bidders by E-mail.
Date & time of opening the online Financial Bid of qualified bidders	To be declared later after technical Evaluation (Stage-A & Stage-B) (Information will be uploaded on www.eprocure.gov.in & www.ggu.ac.in)
Corrigendum /Clarification (if any) related to EoI/RfP	Will be uploaded on www.eprocure.gov.in (bidders are advised to view the above website regularly).
Contact Person for Communication/clarification (if any)	University Engineer, Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur (C.G.) Mob. 08319000182, Email: ueggvbsp@gmail.com

D: Abbreviation/words/expressions used in EoI/Rfp:

SL.	Abbreviation	Elaborated form
i	EoI	Expression of Interest
ii	RfP	Request for Proposal
iii	GGV	Guru Ghasidas Vishwavidyalaya, Bilaspur, (C.G.)
iv	GoI	Government of India
v	CPSU	Central Public Sector Undertakings of Govt. of India
vi	ToR	Terms of Reference
vii	ItB	Information to Bidder
viii	BIS	Bureau of Indian Standard
ix	Client	Registrar, GGV Bilaspur, C.G.
x	GFC	Good for Construction
xi	IS	Indian Standard
xii	PMC	Project Management Consultancy
xiii	QCBS	Quality and Cost Based System
xiv	CQCCBS	Combined Quality cum Cost Based System
xv	HEFA	Higher Education Financing Agency
xvi	UGC	University Grants Commission
xvii	MoE	Ministry of Education, Govt. of India
xviii	Year	Financial year
xix	Consultant	CPSU

E: SCOPE OF WORK:

The detailed scope of the work for this E-Tender is given as under.

e-Tender No.	SCOPE OF WORK (as consultant as PMC for the Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus)	Tentative Project /Work Amount
<p>No. 63/ EoI/Engg./GGV/CPSU/2023, Bilaspur Date: 10-03-2023..</p>	<ul style="list-style-type: none"> • Creation of any new Infrastructure i.e. academic buildings, Administrative Buildings, Computer Centre, Hostels, Sports Facilities (Both Indoor & Outdoor) with stadium, Convention Centres and other infrastructure (Including any extension, modification, renovation etc.) • Installation of Solar power plant with Commissioning etc., solar power system related electrification work and synchronisation etc. • Electrification/cabling work (including underground cabling) and other related works for new and existing infrastructure (New work and Repair/maintenance work). • Creation of new and Repair/maintenance of Existing Road works (including widening), Culverts, Bus-stops, Sheds, Parking, Pathways, Garages, Face lifting, Cladding, Partitioning, Water Proofing, Building Protection, False Ceiling/Roofing etc. (New work, extension work and Repair/maintenance work). • Work of Landscaping, Horticulture; Water harvesting, Drainage System, Water-Supply, Water/Wastewater Treatment Plant, Solid Waste Management System etc. (New work and Repair/maintenance work). • Repair, Maintenance, Renovation, Retrofitting, etc. work (Civil, Electrical, PHE, HVAC & Mechanical) in existing structures & infrastructure. • Infrastructure as referred above includes academic buildings, Smart Class rooms, Lift Installation, hostels, staff quarters, Open Theatre, Sports (Indoor & Outdoor) Complex, Convention Centre, overhead RCC/Steel water tanks, pump houses, swimming pool, steel framed hangers. Paver blocks, etc. (To be revised as per new requirement) • Roads (with widening), culverts, electrifications, and other similar works etc. along with related utilities such as water supply, electricity supply, and disposal system in the campus 	<p>Rs 300 Crore (Subject to Availability of Fund and also as per clause 35(i))</p>

F: TERMS OF REFERENCE (ToR):

The prime purpose of appointing a Schedule-A CPSU GoI, is to execute various GGV projects/works for creation of infrastructure/campus development and other related works (as per the scope of work) through Central Public Sector Undertakings (CPSU) of Government of India (GoI) from the funds received from various Govt. agencies (HEFA/MoE/UGC/Other) and any other sources for which the works/projects will be awarded during the agreement period (which is initially for a period of 3 years, extendable up to 2 years with mutual consent). The CPSU will be the PMC agency for the Project Management and Supervision with architectural services for monitoring/handling/executing various GGV projects/works assigned from time to time by GGV on Deposit Work Basis or as per the relevant clause of agreement/funding agencies /financing agencies.

All technical issues related with the project including effective coordination and implementation of the whole project being assigned from time to time to the CPSU by GGV shall be the responsibility of CPSU. Further, the CPSU shall be responsible for effectively leading and taking initiative to monitor, manage, execute, implement and commission the assigned projects/works, delineate installing procedures, operationalizing procedures and reporting systems; and prepare contracts, designing and procurement; all necessary surveys and subproject designs, keeping the records for all the construction related activities, establishing criteria for supervision, coordination and management to ensure proper construction supervision etc. The Architectural services will be the part of the CPSU as PMC agency. The CPSU will work and closely supervise the works being executed by the contractors appointed by CPSU for various projects/works assigned to CPSU from time to time by GGV. The CPSU will be accountable for construction and supervision, monitoring the quality, project performance monitoring systems etc. in accordance with the CVC guidelines, latest CPWD norms, IS Code provisions, terms and conditions of the agreement to be executed between GGV and CPSU, terms and conditions of the Financing/Funding Agencies, MoE, UGC, HEFA etc and directions received from these agencies from time to time. The CPSU shall be accountable for executing the assigned projects as per the requirement of the user departments, within the sanctioned budget and time stipulation. Other conditions are elaborated in this EoI.

- The University intends to construct/Create any new Infrastructure i.e. academic buildings, Administrative Buildings, Computer Centre, Hostels, Sports Facilities (Both Indoor & Outdoor) with stadium, Convention Centres, Solar power plant Installation with Commissioning etc. & other infrastructure, and any other projects/works related with creation of new infrastructure, maintenance works etc. including those mentioned in the scope of work in this EoI. The duties, responsibilities and overall accountability of the CPSU as PMC agency are as detailed in this EoI.

The interested eligible bidders i.e. a Schedule-A (CPSU) Central Public Sector Undertaking, GoI. may participate in EoI Cum RfP through e-TENDER. The method of selection of the bidder will be Quality and Cost Based Selection (QCBS) as per GFR2017-Rule-192 and 133(3). The successful bidder has to carryout Project Management & Supervision with Architectural Services as PMC agency for Execution of GGV Projects/Works assigned during the period of 3 years (extendable upto 2 years).

G: ESSENTIAL ELIGIBILITY CRITERIA

G1	<ul style="list-style-type: none"> a) The bidding CPSU must be enlisted in Schedule 'A' Central Public Sector Enterprises, b) Should be registered in India under the Indian Companies Act 1956/2013 c) Should be working as PMC agency since past 20 years as on Bid Due Date. 			
G2	<p>The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects in the past five years,</p> <ul style="list-style-type: none"> i) At least one similar work of value not less than Rs.240 Crore or ii) Two similar works of value not less than Rs. 180 Crore each, or iii) Three similar works of value not less than Rs. 120 Crore each. <p>“Similar work” shall mean Design & Engineering Consultancy (DEC)/Engineering & Project Management Consultancy (EPMC)/Project Management Consultancy (PMC) for Institutional Campus/ Educational Institutes / University campus comprising of administrative buildings, hostels & residential buildings/ Institutional Buildings etc. of Government / Govt. agencies/Govt. autonomous bodies/CFI only.</p>			
G3	<ul style="list-style-type: none"> a) The bidder should have an annual business turnover, from consultancy net fee of not less than Rs.25 Crore per year during the last three years ending March 2022. b) Balance sheets for the last three years ending March 2022 duly certified by a chartered accountant should be enclosed in bid. 			
G4	CPSU should not have suffered losses during the last five years ending March 2022. (Attach the Certificate from Chartered Accountant/Competent Officer)			
G5	Joint venture of a single bidder as a member of consortium/joint venture/association for any project/work shall not be eligible. (Enclose the notarized certificate in this regard).			
G6	<p>Any bidder, which has been either</p> <ul style="list-style-type: none"> (i) barred/blacklisted/put on Holiday or (ii) Contract discontinued/terminated/scope curtailed due to non-performance /restricted due to non-performance/unsatisfactory performance of assigned projects by any State Government (SG) or Union Territory (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI or any of the Universities of SG/UT/GoI as on bid due date or pending investigations, will not be eligible to participate in this EoI/bid. (Enclose the notarized certificate in this regard). 			
G7	<ul style="list-style-type: none"> a) The bidder should have positive net-worth during each of last 05 years ending March 2022. b) The bidder should have net-worth of more than Rs. 300 Crores in financial year (2021-22). <p>(Enclose the notarized certificate in this regard).</p>			
G8	The bidder should have provided PMC or EPMC Services for at least one centralized air-conditioned building (minimum G+2 stories) structure with total built-up area not less than 30000 sqm, during the last five years ending December 2022. (submit the certificate of completion)			
G9	The CPSU should have in-house professionally qualified (minimum Graduate degree) regular staff as on this EoI/bid publication date in the following categories (Furnish a self certified sheet stating that the bidding CPSU possess the following professionals at least the number mentioned below)			
	a) Civil Engineers	25	b) Electrical Engineers	25
	c) Mechanical Engineers	25	d) Architects	05
	e) Instrumentation/Automation /Electronics/Computer Engineers			05

Bidders are required to submit Copies of the audited balance sheet of the bidder for the last three financial years ending March 2022 duly certified by a Chartered Accountant should be enclosed. If audit for the FY 2021-22 is not complete, unaudited financial results may be submitted, (Details of PAN, ITR (Income Tax Return) for last 3 financial years must be furnished)

The Bidder must furnish the following information in a tabular form.

DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSE G)					
Relevant page no for documents attached in EoI/RfP should be entered by the bidder and submitted under the technical bid					
S.L.	Clause G (Essential Eligibility Criteria)		Reference page numbers of the documents submitted by the bidder		Remarks Regarding Attachment of documents along with the technical bid. Whether Attached (Yes/No)
			Page Number		
			From	To	
1	G-1	a)			
		b)			
		c)			
2	G-2				
3	G-3	a)			
		b)			
4	G-4				
5	G-5				
6	G-6				
7	G-7	a)			
		b)			
8	G-8				
9	G-9	a)			
		b)			
		c)			
		d)			
		e)			

H: SUBMISSION AND EVALUATION CRITERIA

H1: SUBMISSION OF e-Tender/EoI/RfP

- a. The e-Tender will be published on the website www.eprocure.gov.in and can be downloaded from the website www.eprocure.gov.in
- b. The Tender document will also be available on the University website www.ggu.ac.in. for reference.
- c. Corrigendum, (if any) would appear only on the above web sites and will not be published anywhere else.
- d. Bid must be duly signed by an authorized signatory, authorized by the concerned CPSU. For this, a Declaration in the prescribed format (**Annexure -I**) duly filled in, sealed and signed on a non-judicial stamp paper of Rs. 100/- must be scanned and submitted along with the Technical Bid.
- e. **Tender Cost (Processing fee), EMD and Online (soft copy) Bid Submission**
 - i. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in.
 - ii. Bid/Tender cost/processing fee (Non-refundable) of Rs. 20,000/- should be in the form of demand draft in favour of “The Registrar, Guru Ghasidas Vishwavidyalaya”, drawn on any Scheduled bank payable at Bilaspur (C.G.). EMD (refundable as per the conditions of this EoI/RfP) of amount Rs 15 lakh should be in the form of demand draft/FDR in favour of “The Registrar, Guru Ghasidas Vishwavidyalaya”, drawn on any scheduled bank payable at Bilaspur (C.G.).
 - iii. Original demand draft for Bid Cost/processing fee (Non-refundable) and original D.D./FDR for Earnest Money Deposit (EMD) in a sealed envelope must reach to the following address on or before the last date of submission of tender/EoI
*“The University Engineer, Guru Ghasidas Vishwavidyalaya, Koni,
Bilaspur (C.G.), 495009”*
 - iv. The above envelope should be marked as “GGV_EoI/RfP for CPSU-2023”.
 - v. Bidder must register on the website www.eprocure.gov.in for uploading the soft copy of the bid. Those interested bidders not registered on the website mentioned

- above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the above website.
- vi. The intending bidder (s) must read the terms and conditions of this E-Tender carefully, and should submit bid only if they are eligible and are in possession of all the required documents.
 - vii. The intending bidder (s) must have a valid digital signature to submit the bid.
 - viii. Bidders should upload the documents in the form of PDF format or as per the format available on the website www.eprocure.gov.in.
 - ix. Bidder must upload the scanned copy of demand draft for Bid Cost/processing fee (Non-refundable), and Demand Draft/FDR of Earnest Money Deposit (EMD) in PDF format. On the e-Tendering website www.eprocure.gov.in. The copies (Images) of the above two demand drafts should be combined, scanned and uploaded as a single file only with file name as “Bid Cost EMD Name of Bidder.PDF” within the period of bid submission.
 - x. Bidders must upload on the e-Tendering website www.eprocure.gov.in, the scanned copy of the bid documents Technical (in PDF format) and Financial Bids (ANNEXURE-II) (as per format available on the website (www.eprocure.gov.in)) within the period of bid submission.
 - xi. First PDF file titled “Technical Bid -Name of Bidder” must have all required documents related to Technical Bid.
 - xii. Second file (as per the format available on the website www.eprocure.gov.in) titled “Financial Bid-Name of Bidder” must have the Financial Bid.
 - xiii. The bidders are required to upload and submit the scanned pages of Technical documents as per essential eligibility criteria for the bidders and other required documents as per this E-Tender.
 - xiv. The Technical bid file must contain the scanned copies of duly signed E-Tender/EoI/RfP, certified copies of documents related to ESSENTIAL ELIGIBILITY CRITERIA, all relevant information and documents of turnover, work experience certificates, Proof of Registration Certificate, (as and where applicable), copy of the audited balance sheet by the chartered accountant for the last three financial years ending March 2022, Details of Permanent Account

Number, ITR (Income Tax Return) for last 3 financial years, GST registration certificate, bank mandate for company/firm at least 5 years old, etc. relevant for evaluating the bidder technically, Corrigendum / Addendum / Other documents, if any, etc. issued by GGV from time to time.

- xv. The bidder shall quote the items (up to 2 Decimals) as per **ANNEXURE-VI**.
 - xvi. The tenderer (s) is/are required to quote the rate strictly as per the terms and conditions, given in these E-Tender /EoI/RfP documents.
 - xvii. Power of Attorney of the authorized person must be having digital signature for signing /submitting the tender. This should be supported by Board Resolution (in case of a company registered under the Companies Act).
 - xviii. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO).
 - xix. Information and Instructions for tenderers posted on websites shall be part of the bid documents.
 - xx. The bidders are advised to submit complete details with their bids.
 - xxi. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids.
 - xxii. Bids with Incomplete/Ambiguous information may be rejected.
 - xxiii. Before the last date and time of submission of bid as notified, the tenderer can submit revised bid any number of times.
 - xxiv. On opening date, the Bidder can login and see the bid opening process.
 - xxv. Bidders can clarify any terms/ conditions etc. related with the tender in person at Guru Ghasidas Vishwavidyalaya, Bilaspur, on the scheduled pre-Bid meeting date.
- f.** Date and Time of opening of the online/sealed envelope will be as per the date mentioned earlier, at Engineering Section of Guru Ghasidas Vishwavidyalaya, Bilaspur.
- g.** Successful bidder shall have to submit the certified serially numbered hard copies of all the documents uploaded on the designated website and other relevant original documents for verification before award of the work.

- h. Bidders are required to keep update information regarding the online tendering process and upload the tender online accordingly. The information mentioned above are superficial guidelines for online bidding. Bidders are expected to update themselves with the updated guidelines for online bidding and act accordingly. GGV shall not be responsible if bidder fails to submit their bids/EoI online mode as per the latest guidelines for e-bidding through www.eprocure.gov.in

H2: .EVALUATION CRITERIA & FINANCIAL/PRICE BID

Evaluation Criteria - Broad guidelines for evaluation of Financial Bids is as follows:

- i. Only those Financial Bids will be opened and evaluated which are found to fulfil all the eligibility and qualifying requirements of this EoI/RfP through E-Tender.
- ii. The bidder should quote the rate (Centage/consultancy Fee) for the total project cost of Rs. 300 Crores, in (Indian Rupee) INR inclusive of all taxes etc.as per Government rules and regulations. All taxes, duties, levies (if any) etc. like GST, Service Tax, etc, should be inclusive in the quoted rate.
- iii. Quoted rate shall be fixed and shall not be subject to escalation of any description except the taxes.
- iv. Quoted rate should be prescribed in both words and figures. If there is any discrepancy between word and figures, the quoted rate in words will be taken as final quoted price by the bidder.

BID EVALUATION

(Quality and Cost Based Selection- QCBS)

a) TECHNICAL EVALUATION:

The Technical Bid submitted by the bidders shall be opened on the scheduled date/time and evaluated by the CEC /Technical Committee as per the criteria detailed in table ahead.

The bidders will be allotted marks out of **60** points as detailed in the table-1.0 (Technical Evaluation Parameters) under stage-A, on the basis of the certified documents submitted by the bidder along with the tender, in support of the desired information furnished by the concerned bidder. Further, under stage-B (Technical Evaluation Parameters) the eligible bidders will have to give the Presentation, for which the authorized committee of GGV will evaluate the presentation (stage-B of Technical Evaluation) out of **40** points. The total Technical Score (TS) for stage-A & stage-B which is 100 will be scaled down to **80**. Those bidders whose score is more than or equal to 60% (i.e.48 points out of 80 as TS as qualifying marks for further evaluation) will be shortlisted, and financial offers/Bid will be opened for those bidders only.

b) Financial Evaluation:

The Financial bid for the above shortlisted bidder will be opened. The bidder with the lowest quoted rate will be assigned a score of 100. The other bidders will be allotted score relative to the score of bidders with the lowest quote, which will be as below:

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

where, FS = The Financial score of the financial proposal being evaluated,

FL = The price of lowest priced financial proposal and

F= The price of financial proposal of the concerned bidder.

The above FS (Financial Score) will be Scaled down to **20** points.

c) Final Evaluation:

- i) Scores obtained on the Financial Score (FS) out of **20 points** will be added to score obtained on Technical Score (TS) out of **80 points** to get a Consolidated Score (CS) out of **100** points.
- ii) The bidder with the highest Consolidated Score (CS) will be selected.
- iii) If there is a tie in the CS, the vendor with a higher score on the technical offer (TS) will be selected.
- iv) During evaluation, the Tendering Authority will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.
- v) The successful bidder has to execute an agreement with all the formalities.

Table-1.0: Technical Evaluation Parameters as given under:

STAGE	S N	Parameter for CPSU	Evaluation Criteria		Maximum Score	
Stage-A	1	Average Annual Turnover, from consultancy fee, for three financial years 2019-20, 2020-21, 2021-2022	> Rs. 300 Cr.	05 Marks	05	
			> Rs. 275 Cr up to Rs. 300 Cr	04 Marks		
			> Rs. 225 Cr & upto Rs.275 Cr	03 Marks		
			> Rs. 150 Cr & upto Rs. 225 Cr	02 Marks:		
			> Rs. 25 Cr & upto Rs. 150 Cr	01 Mark		
			Upto 25 Crores	0 Mark		
	2	Valid ISO Certification & Schedule 'A' Mini-Ratna or above	05 marks for both criteria otherwise zero mark.		05	
	3	Employee strength in Organization (Year ending December 2022)				
		Minimum Qualification: ➤ Bachelor's Degree in Engineering ➤ The Engineers and Architects required/mentioned should be Regular Employees on Permanent Pay Roll of the bidder	a) Civil Engineers (Max 03 Marks)	Upto 25 Nos 26-100 Nos 101-150Nos > 150 Nos.	0 Mark 01 Mark 02Marks. 03 Marks	10
			b) Electrical Engineers (Max 02 Marks)	Upto 25 Nos 26-50 Nos. > 50 Nos.	0 Mark 01 Mark 02 Marks	
			c) Architects (Max 02 Marks)	Upto 05 Nos 06-10 Nos. > 10 Nos.	0 Mark 01 Mark 02 Marks	
			d)Mechanical Engineers (Max 02 Marks)	Upto 25 Nos 26-50 Nos > 50 Nos.	0 Mark 01 Mark 02 Marks	
			e)Instru./Automation/Electronics/Comp Engineer (Max 01 mark)	upto 05 Nos > 05 Nos.	0 Mark 01 Mark	
	4	Experience of the Firm				
	4.1	Cumulative value of Similar projects Executed/completed (each project not less than Rs 200 Crores) during last 05 years (ending 31-12-2022) (Max. marks is 20)	(i) Upto Rs. 200 Cr. (ii) > Rs 200 Cr. Upto Rs. 400 Cr (iii)> Rs 400 Cr Upto Rs. 600 Cr. (iv)> Rs 600 Cr Upto Rs. 800 Cr. (v)> Rs 800 Cr Upto 1000 Cr. (vi)> Rs 1000 Cr Upto Rs 1200 Cr. (vii) >Rs. 1200 Cr	0 Mark 02 Marks 04 Marks 06 Marks 08Marks 10 Marks 20 Marks	20	
	4.2	Cumulative value of similar Projects on-going (under Deposit Works that are awarded in last 5 years back from 31-12-2022) (each project not less than Rs 100 Crores) during last 05 years (ending 31-12-2022) (Max. marks is 10)	(i) Upto Rs. 100 Cr. (ii) > Rs. 100 Cr Upto Rs. 200 Cr (iii) > Rs 200 Cr Upto Rs 300 Cr (iv) > Rs. 300 Cr Upto Rs. 400 Cr. (v) > Rs 400 Cr Upto Rs 500 Cr. (vi) > Rs 500 Cr Upto Rs 600 Cr. (vii) > Rs. 600 Cr	0 Mark 01Mark 02 marks 03 Marks 04 Marks 05 Marks 10 marks	10	
4.3	Consultancy Services (completed project) for any International Cricket/ Football /Hockey Sports Stadium in India (ending 31-12-2022)	International Sports stadium with siting (Maximum marks is 05) (i) capacity between 20,000 to <40,000 (ii) capacity 40,000 or above	2.5 Marks 05 Marks	05		
4.4	Experience of PMC in Green Building completed Projects (ending 31-12-2022)	GRIHA-4-Star or more Rated or IGBC Gold Rated completed projects (Maximum marks is 05)	2.5 marks for each completed project	05		

			Technical Score (Stage-A)	60
Stage-B	Presentation	1) Organizational setup 2) Understanding of the project 3) Details of Execution /methodology 4) Staffing Schedule for the Projects of GGV 5) Other points to be informed to the eligible bidders before presentation		40
			Technical Score (Stage-B)	40
Total Technical Score (Stage A + Stage-B)				100

I: SPECIAL TERMS & CONDITIONS (STC)

D) Organization Information:

Bidders are required to submit the following information in respect of the conversed organization (**ANNEXURE-III ((a) to (h))**) containing Forms- ‘A’ to ‘E’).

- a. Name, postal address, Telephone, Fax Number, email-id and URL
- b. Year of establishment and commencement of practice.
- c. GST Registration No & Certificate. (a certified copy must be attached)
- d. Copies of certified documents defining the legal status, place of registration and principal places of business.
- e. Name and title of Directors and Officers to be concerned with the project, with designation of individuals authorized to act for the organization.
- f. Information on any litigation in which the bidder was involved during the last five years including any current litigation.
- g. Number of technical professionals, in the present company, indicating their deployment in the proposed work as in relevant formats enclosed in **ANNEXURE-III**.

II) Pre-Construction Stage

I) Architectural Consultancy:

a) Scope of work:

- (i) Taking client’s instructions and preparation of plan-design brief accordingly.
- (ii) Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.
- (iii) Design and site development.
- (iv) Structural design.

- (v) Sanitary, plumbing, drainage, water supply and sewerage design.
- (vi) Electrical, Electronic, communication system and design.
- (vii) Heating, ventilation and air conditioning design (HVAC) and other mechanical system.
- (viii) Elevators, escalators, etc.
- (ix) Fire detection, fire protection, lightning arresters and security system etc.
- (x) Interior architecture
- (xi) Roads, pathways etc.

b) Data collection:

- (i) Ascertain client's requirements, examine site constraints & potential.
- (ii) Study of existing infrastructure, accessibility, circulation pattern.

c) Preliminary design and drawings:

- (i) To prepare the concept drawings, preliminary drawing, sketches etc. of the buildings etc. for the client's approval along with preliminary estimate of cost on area basis.
- (ii) The Architectural preliminary design documents shall include: Site plan & landscape plan, building floor plans, Sections and Elevations, Preliminary details, enlarged plans, Preliminary Specifications, 3D rendering etc.
- (iii) The Engineering Preliminary design documents shall include: Electric supply including source and distribution, water supply including source and distribution, Energy saving planning strategies for HVAC, firefighting, sub-station., Rain water harvesting/water conservation/recycling of water etc., waste water & solid waste disposal, solar energy system installation & planning, appropriate parking space.
- (iv) The CPSU has to prepare the location plan (in consultation with GGV Engineering section) for the particular project to be executed as per the GGV assignment and superimpose the same in the GGV Master Plan and submit the same to the GGV in hard and soft Copy (editable format, preferably AutoCad) for approval.

d) Drawings for Approval of client and statutory bodies:

- (i) To prepare drawings necessary for clients/statutory bodies approvals

- (ii) Ensure compliance with relevant national codes, standards and legislation, as applicable.

e) Working Drawings and Bid Documents:

- (i) To prepare working drawings, specifications and schedule of quantities, necessary for preparing the bid documents in accordance with the standard norms.
- (ii) Bid documents including the detailed estimate, Specifications & BOQ etc. prepared by the CPSU must be duly vetted and audited by the competent Technical personal of the CPSU or any other govt. organization/CFIs (through the CPSU), before submitting to the GGV through the University Engineering Section for grant of technical sanction before bidding.
- (iii) The CPSU will do pre-bidding activities like preparation of notice inviting bids, giving wide publicity of bids, floating of bids (online), online receipt of bids and opening of bids, as per norms of CVC/CPWD guidelines and by the procedures of that CPSU. However, CPSU are required to keep updating the GGV in writing about each of the above activities.
- (iv) The CPSU will float the bids(online), and update award the work to the successful bidder for its execution as per terms of the agreement to be executed between GGV and the successful bidder/CPSU.
- (v) The CPSU will also carry out the Site survey and soil investigations (if required.) in consultation & prior intimation to GGV authority.
- (vi) The CPSU has to take approval from local statutory bodies/ Forest Dept. etc. (as required) and intimate GGV about the status of approval.
- (vii) The CPSU will submit the Good for Construction (GFC) drawings in seven sets for approval to the University Engineering section, GGV before starting the construction work of each assigned project.
- (viii) GFC drawings will also include the Mechanical, Electrical & Plumbing (MEP) drawings, external development details, drawings & documents etc. and all required Architectural drawings duly approved by local statutory bodies (if required), structural drawings- proof checked/vetted by CFIs, Govt. Agency/Institutions.

- (ix) The University Engg. Section will issue the GFC drawings to the CPSU (retaining two sets with GGV) for its execution.

II) Planning and Co-ordination

The CPSU will do execution planning work, resource planning, scheduling and implementing construction programs to complete the project in time. Ensuring proper quality control and safety practices (in the planning and coordination phase, the CPSU should develop safety procedures as per (Occupational Safety and Health Administration) OSHA or any other prevailing & relevant body. These should then be implemented during construction).

- (i) Documentation of all project related matters.
- (ii) Preparation of periodical reports relating to time, cost and quality.
- (iii) Manage the contracts according to the Conditions of Contract.
- (iv) Preparation of monthly progress chart and cash flow statement for each project separately, for the University.

III) Construction Supervision

- (i) Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor all Architectural progress of works as per approved drawings, construction procedures, quality control in house and also third- party testing.
- (ii) During construction, the CPSU shall be required to set up site laboratories for effective quality control.
- (iii) The CPSU shall ensure safety practices and quality in day-to-day work as per specifications and standards.
- (iv) The CPSU should provide a monthly update on the progress of work and expenditure to GGV Bilaspur and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- (v) Check all the measurements recorded in the Measurement books by contractor at site with respect to approved drawings and certify the accuracy.
- (vi) Check the bills submitted by the contractor and certify its accuracy.

- (vii) To make all correspondence with the contractors for proper execution of work as per vetted GFC drawings submitted by CPSU and issued by the Engineering section of GGV.
- (viii) Co-ordinate with all agencies working at site and liaise with local authorities for obtaining appropriate permissions / commencement certificates, etc.
- (ix) Conduct frequent periodic meetings with the contractors.
- (x) The testing of materials, design mix, any other test to be carried out, for quality control during construction of the project, must be done as per the relevant Indian standard (IS) codal provisions.
- (xi) The CPSU will be solely responsible for any deviation in the work executed under its PMC project. For execution of any extra / additional items, PMC can get the job executed up to the sanctioned cost, However CPSU has to seek prior approval from GGV before taking up such extra/deviated work/ job.
- (xii) For the assigned projects, the Consultant shall provide the required information in the format desired by funding/financing agencies, statutory/ Government bodies (like MOE, UGC, HEFA etc) from time to time.
- (xiii) The Consultant shall intimate to GGV about the physical and financial progress of project works, including bar charts, at monthly intervals. The CPSU shall inform the client after making payment to the Contractors or any other Agencies for the executed works mentioning in monthly fund utilization certificate.
- (xiv) The CPSU shall conduct all the procedures of mandatory tests as well as random tests, checks as per the CPWD specifications/BIS standards, so as to comply with requirement of authorities like CTE/CVC or any other agency(s) of the government of India as and when required by auditors of C&AG.
- (xv) The CPSU shall coordinate with contractors and rendering technical advice to the client; Holding periodic Progress review Meetings and sorting out problems arising if any due to any action of the Client and/or by the Consultant.
- (xvi) CPSU has to execute the work without any Deviation in drawing, design, specification, quality, quantity and without any cost & time escalation. In case

of inevitable and non-avoidable situation, the prior permission/direction of the client/GGV will be must.

- (xvii) In case the above permission/ direction is granted to the consultant/CPSU then the CPSU shall keep a close watch on deviations during execution by way of Extra items, substituted items and Deviations in Quantities of Schedule items. The CPSU shall also fix the Rates for items/quantities covered by Deviation orders as per the contract condition between contractor and the CPSU. GGV/Client is to be informed timely by the consultant/CPSU prior to issue of necessary revised expenditure sanction when ever found necessary.
- (xviii) Granting Extension of Time to the Contractor (only after permission from the client is obtained) for the completion of Works, with or without Liquidated Damages, subject to keeping the Client informed the same with full details including the effect on Cost escalation, if any.
- (xix) Settling the Claims/disputes, if any, made by the Works Contractors, where there is disagreement between the Consultant and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between Consultant and the contractor. All amounts payable to the contractor on his claims decided by the arbitrator and agreed to by the contractor will be charged to the cost of works. For such situation the consultant /CPSU has to seek prior permission from the Client.
- (xx) The Consultant shall obtain the necessary clearance from the Agencies/Departments/Local Bodies/ Forest/ Fire safety Department etc concerned and for taking completion certificates for the occupation of the Completed works.
- (xxi) The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the Consultant as advised by the client from time to time during the agreement period.
- (xxii) The consultant shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.

- (xxiii) It will be compulsory for the consultant to place at site, full time qualified engineers/architects throughout the period of execution of works. Graduate / Diploma engineers/architects will be considered as qualified engineers. Consultant is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently.
 - (xxiv) In case, Client finds that the Engineers deployed are not up to the mark, then the consultant will have to withdraw and replace such person(s) from site Client reserves the right to remove such personnel and ask for a substitute of required caliber. Client reserves the right to panelize the consultant for such undesirable deeds. In case any engineer/s resigns from service then the consultant shall immediately provide a substitute of equivalent caliber at site.
 - (xxv) The consultant will ensure safety of structure by taking necessary precautions by not allowing excessive construction load on floor and shall avoid such other factors which will endanger the safety of structure during construction.
 - (xxvi) The Consultant has to ensure that the construction activities do not adversely affects/hinders the GGV routine working. Also to ensure that the construction site Roads are not damaged & creates obstacles for trespassers/users of GGV.
 - (xxvii) The location of Plant/machineries/materials dumping yards/hutments etc. are to be properly planned for construction sites and located at the site approved by the GGV/Client in writing.
 - (xxviii) The security of the materials etc during storage and construction will be sole responsibility of the contractor and GGV shall not provide any security at the construction sites etc.
- IV) Post Construction: (to be ensured by the Consultant/CPSU)**
- (i) Ensure proper commissioning and handing over for occupation for the completed project in all respect including external development, approach roads from main road, drainage, safety certificates (structural stability & Fire safety etc) and other as per standards etc.
 - (ii) Ensure maintenance during the defect liability period (12 months) after successful handing over the completed project to the GGV/client.

- (iii) The CPSU will be solely responsible for any financial, technical and legal issues related with the construction project entrusted to that CPSU.
- (iv) The CPSU will submit all relevant final drawings (as built drawings) in 3-sets after completion of the project to the University Engg section of the GGV.
- (v) The CPSU will also submit the Guaranty/Warranty related documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed projects.
- (vi) The CPSU will hand over a certified copy of the material testing report, design mix report, any other tests carried out as per the relevant IS code provisions, Safety certificate for the completed projects to the GGV.
- (vii) The CPSU/ Consultant shall be responsible for the structural stability, quality and aesthetics of the buildings/ structures/projects. The CPSU shall submit to the Client a Certificate in this regard by a Structural Consultant (registered practitioner) with at least M.Tech. qualification or not below the rank of Executive Engineer in CPSU/Govt organization.
- (viii) The CPSU shall be directly and fully answerable to the HEFA/public undertaking/CVC/legal issues/banks/ Ministries/Audit etc. concerned. The CPSU shall also be technically legally and financially responsible for the work executed/ executing that has been entrusted by the GGV to CPSU/Consultant.
- (ix) Attending the inspection of the works by chief technical examiner (CTE) or any other agency(s) of the government as and when required and complying with their statutory requirement and effectively arrange for replying to their observations.
- (x) Setting all audit objections pertaining to the project execution work/construction works/related works, under the scope of consultant to their satisfaction.
- (xi) Furnishing replies to the audit queries raised by the C&AG auditors, HEFA, Ministries, UGC, etc from time to time, pertaining to the scope of CPSU's services to their satisfaction at any/all times.

- (xii) Complete construction management of contract with the Works Contractor till the expiry of the Defect liability Period and releasing of payment of final dues to the Contractor by CPSU by issuing satisfactory completion certificate after intimation to client. and giving two months' time for Client's comments.
- (xiii) Collect and deliver to the Client, Guarantee Bonds executed by the Contractor for Specialized items of Works (if applicable as per the provisions of contract between contractor and the Consultant/CPSU) such as Waterproofing of structures, termite Proofing of Structures, flooring work, plinth protection, etc. which involve the Defect Liability extending well beyond the normal Defect Liability Period of structures. Collect and deliver to the client, Insurance Policies, if any, of works still valid at the time of handing over of works/projects.
- (xiv) The CPSU shall also perform post construction activities including inspecting the defective works for their rectification during the Defect Liability Period.

J:Instructions to Bidders (ITB)

General Terms & Conditions (GTC) of EoI/RfP

1. The bidders should have valid GST registration. (Relevant documents must be attached as required in the previous clause/sections.
2. The bidder has to put the firm's seal and signature (of authorized person) in full at all pages of the bidding document.
3. Bid must be submitted and signed by the authorized signatory only.
4. Conditional and incomplete offer/Bid will be liable to be summarily rejected.
5. GGV will host a Pre-Bid Meeting of prospective bidders as on scheduled Date and Time in the Conference Hall of Administrative Building of Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur (C.G.). The bidder or its representatives (with a letter of authorization from the bidder), can attend the pre -bid Meeting at their own cost. The bidder will not be entertained after due date/time of pre-bid meeting at GGV. In case on the date of pre-Bid meeting the university remains closed for the reasons not-known, then the pre-Bid meeting will be held on the next working day at the same time.

6. Disqualification: The University may disqualify bids on account of any of the following reasons:

- i. If bid is received after the due last date and time of submission
- ii. If the tenderer does not upload all the desired documents as stipulated in the bid document.
- iii. Tenders in which any of the prescribed conditions /documents as per bid requirement are not fulfilled/ are incomplete/are un-satisfactory in any respect.
- iv. If the bidder attempts to influence any member of the Technical Committee/CEC/GGV officials for winning the bid.
- v. If the bid is conditional.
- vi. If the bidder provides any misleading/ambiguous/false information or conceals any information desired in the bid.
- vii. If the bidders make any tempering, corrections, additions, alterations/deletions in the downloaded original bid document and upload the same tempered documents for participation in bid.
- viii. If bidder is under a declaration of ineligibility for corrupt, fraudulent practices or any other reasons issued by the State/Central Government, PSUs/PSEs/Demi Government organization/ Central University/ CFIs/Nigam or any other Govt or funded agencies.
- ix. Non fulfilment of any of the eligibility criteria as per this e-Tender/EoI/RfP
- x. Bid submitted without the Declaration as desired in this e-tender/EoI/RfP
- xi. If the desired original tender cost (Processing fee) and EMD are not received by the Engineering section of GGV within the scheduled date and time, by surface mail.
- xii. The decision of the University in the matter of disqualification shall be final and binding upon the bidder and no further correspondence shall be entertained from any disqualified bidder thereafter by the GGV/Client.
- xiii. If the bidder fails to produce any original certificate desired by the GGV verification committee for verifying the claim/ documents submitted in the bid by the bidder.

7. All provisions in this document and future documents (if any) to be issued by GGV in connection with EoI/RfP/bid will be supplementary and complementary to each other and are not to be read in isolation. Such documents are also required to be submitted with the bid.
8. Bidders are advised to visit the designated websites www.ggu.ac.in and www.eprocure.gov.in regularly for latest updates & clarifications/corrigendum (if any) regarding this e-Tender/EoI/RFP and during subsequent stages of evaluation; otherwise GGV will not have any responsibility for bidder being not informed.
9. Any addition/deletion/modification of this e-Tender/EoI/RFP made before the due date/time of the tender will be displayed on www.eprocure.gov.in website only and sometimes in www.ggu.ac.in
10. In case the last date fixed for the submission of bid cost and EMD, is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
11. The University reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
12. Mere fulfilling the criteria laid down in this e-Tender/EoI/RFP does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works at GGV.
13. The decision of acceptance of any or all tender(s) will rest with GGV who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof in favour of the University.
14. Period of Validity of Bids will be 06 months from date of opening of the financial bid.
15. The following shall be noted related to EMD.
 - (i) The EMD (without any interest) for all those bidders who are found technically not eligible shall be returned back to the bidder through registered post/speed post only to the address furnished by the bidder, in the bid document.
 - (ii) The EMD without any interest shall be refunded/returned to successful bidder after evaluation and signing of agreement/MoU with the successful bidder. If the Bidder wish to include its EMD in the SD to be deposited then a letter in this regard will be required from the bidder.

- (iii) No exemption from depositing the tender cost (processing fee) and EMD shall be allowed to any of the participating bidder.
- (iv) Validity of EMD shall be of six (6) months from the due date of submission of e-Tender/EoI/RfP.
- (v) EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the bidder turns out to be misled/manipulated or untrue in any material respect;
 - b) If the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof fixed by the University (GGV)
 - c) If University finds that bidder has made any misconduct or furnished any misleading information or has adopted any fraudulent practice to win this bid.
 - d) If the bidder becomes eligible and do not participate in future evaluation stage of this EoI.

16. The University reserves the right to modify unilaterally (if situation so arises) any part of the bid/EoI document at any stage of Evaluation or award of the work to the successful bidder in the interest of the University.

17. In the interest of the University, during bid evaluation/award of contract, the GGV reserves the right to:

- i. Accept or reject any or all bids for this e-Tender/EoI/RFP without assigning any reason, whatsoever at any stage.
- ii. Amend the selection process at any stage without assigning any reason, whatsoever.
- iii. Interpret any clause, modify/alter and amend the provisions of this e-Tender/EoI/RFP or any other document issued at any stage of selection without assigning any reason, whatsoever.
- iv. Amend the scope of work without assigning any reason, whatsoever.
- v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the GGV and Close/ cancel the invitation/ tender notice at any stage without assigning any reason, whatsoever.

- vi. Modify (reduce or increase) the amount (Rs 300 Crore) of the work floated under the bid/EoI.
18. Technically Eligible bidders or their representative, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the website www.eprocure.gov.in only.
19. The University may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the CPSU will render due assistance in discharge of their duties.
20. The construction work is open to technical/financial/quality audit by any authorized Government agency to which the CPSU will render assistance in discharge of their duties.
21. CPSU will ensure adherence to relevant CPWD specifications, relevant GFR, BIS codes, CVC guidelines, HEFA/MOE/UGC/CAG guidelines & directions, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and/or as directed by the University from time to time.
22. The University reserves the right to reject any application/bid without assigning any reason in the interest of the University.
23. The selected CPSU shall have to deposit @ 5% of the consultancy service fee/ charge (calculated on Rs 300 Crores total work to be assigned in phases during the agreement period), as the **Performance Security** in the form of **DD/ FDR** drawn from any scheduled bank in favour of 'Registrar, Guru Ghasidas Vishwavidyalaya', payable at Bilaspur (C.G.) or as the **Bank Guarantee** for which the format shall be provided to the selected CPSU at the time of executing the MoU. **Performance Security** amount/document shall be refunded/returned to the CPSU, without any interest on successful completion of all the assigned projects, as per the agreement terms (agreement to be executed between GGV and successful bidder). In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security of the CPSU.
24. The GGV reserves the right to seek additional detailed status reports as it may deem fit throughout the period of execution of the assigned projects, as per the need and directions of financing/funding agencies viz. HEFA/MOE/UGC etc.
25. The CPSU shall work towards minimizing if not total elimination of claims and disputes from the contractors. While checking the invoices and bills submitted by contractors the

CPSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by contractors towards fulfilment of their liabilities to the works contract. GGV shall not be part of such act and sole responsibility lies with the consultant/CPSU.

26. The procedures and Works Manuals based on which the tender documents to be prepared shall be as decided preferably on the basis of CPWD manual.
27. The CPSU shall monitor and ensure that the contractor(s) carry out construction in compliance of environmental standards, safety of the works, safety of personnel /public, and safety of construction equipment complying environmental and safety standards laid down in the Contract(s) and quality assurance documents and rules of local bodies.
28. The CPSU shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractors(s) takes corrective and preventive measures to improve the practices to avoid accidents.
29. The CPSU shall ensure minimum 3 or 4-Star rating for Green Construction as per GRIHA norms/ CPWD guidelines and shall provide certification in this regard to GGV as per GGV desire for the respective projects and as per the direction of financing/funding agencies.
30. The CPSU shall ensure implementation of various Labour Laws, safety norms, Rules & Regulations (as applicable) including employee provident fund and other welfare measures etc. by the contractor(s) as per the extent provisions and as laid down in the contract(s).

31. Taxes & Duties:

Unless otherwise specified, the consultant, sub-consultants and their personnel shall pay such taxes, duties, fees and other impositions under the Applicable law as applicable on the day of signing this agreement, the amount of which is deemed to have been included in the contract price. This however excludes Goods & Service Tax (GST), any special taxes, duties, fees and other impositions by Government /Statutory Authorities/Local Bodies etc. which shall be paid extra to consultant. Also, any taxes, duties, fees and other impositions levied by the government after the date of executing the agreement (between the successful bidder & GGV) shall be paid extra to the consultant by the client/GGV. However, the agreement terms shall be binding upon the consultant.

CPSU/Consultant shall make all statutory deduction in respect of the bills to be paid to the Contractor. The responsibility of deposition of taxes & duties, signing & issue of Certificates to Contractor, submission of Returns required for statutory compliances even on behalf of GGV, related tax compliances on behalf of GGV pertaining to the project and other statutory matters relating to Income Tax deducted at source, etc. or in relation to any other statutory deduction which is applicable or may become applicable will be the responsibility of the CPSU/Consultant.

CPSU/Consultant shall submit the final accounts either at the end of each financial year or at the time of closure of contract, as per the desire of the GGV. Any and all income tax / GST compliances related to project for contractor / CPSU as Consultant / GGV shall be ensured by CPSU/Consultant. For this, CPSU/Consultant will evolve a methodology for compliance in coordination with the Finance section of GGV (if required).

- 32.** CPSU shall be fully responsible for the soundness and correctness of all works executed by the contractor, the soundness of design and the conformity of the work to the approved Plans, designs and specifications and conditions of contract applicable to the subject work.

33. PAYMENT MODE

- (a) The whole PMC with architectural services job will be distributed into several packages to determine/specify the duration, contract value and professional fees.
- (b) GGV/HEFA/MOE, GoI (as the case may be) will deposit up to 33 % (Thirty Three percent only) of the assigned project cost, as applicable as per the direction of Financing/Funding Agency/standard norm of total estimated cost of the project as initial deposit with CPSU. Out of this deposit received, CPSU will release the payment to the various agencies. Out of 33% as above first installment of 10% will be deposited at the time of award of the works /projects and balance 23% amount will be deposited after CPSU has successfully tendered and awarded the work to the bidding agency for its execution. For the above demand the CPSU shall raise the invoice/demand note to GGV.
- (c) Whenever about 70% of the above initial (33%) deposit is spent by CPSU, the University/financing/funding agencies (as the case may be) shall provide additional funds (as deposit money) to the tune of next 33% (Thirty Three percent only) (i.e. 66%, upto this stage) of the project cost (after adjustment of the initial deposit money) on written demand by CPSU with expenditure (bank statement–if required), and

- justification for the demand for deposit money and for timely completion of works. For the above demand the CPSU shall raise the invoice/demand note to GGV.
- (d) Whenever about 70% of the above second installment 33% deposit money (i.e total 66% at this stage) is spent by the CPSU, the University/financing/funding agencies (as the case may be) shall provide additional funds (as deposit money) to the tune of next 34% (Thirty Four percent only) of the actual project cost (details to be furnished by the CPSU at the time of requesting to release the fund) and written demand by CPSU with expenditure (bank statement–if required), and justification for the demand for deposit money and for timely completion of works is to be furnished to the Client/GGV. For the above demand the CPSU shall raise the invoice/demand note to GGV
- (e) Any specific or emergent funds requirement by CPSU can also be requested by the CPSU by providing justification & 'Utilization certificate' for the above released funds (cumulative 100% at this stage).
- (f) CPSU shall submit the details of the expenditure incurred (as deposited with the CPSU by the GGV), after the work/project is complete in all respect and handed over to the GGV. CPSU shall ensure taking performance BG (5% of the value of the executed project) from the contractor after completion of work/project and before release of final payment (in tune of 5%).
- (g) After the above step is complete and after successful & satisfactory completion of Defect Liability Period of one year or so (as per the agreement), the CPSU shall send a written statement to GGV, stating that no defects & liabilities are pending for the concerned executed project/work. The client/GGV if agrees with above statement, then CPSU shall process to release the performance BG (%5 as above) to the contractor.
- (h) Separate account of the university funds will be maintained by CPSU in the RBI scheduled bank to get the maximum benefit of interest by opening Flexi Fixed Deposit (FFD) or so as per the guidelines/directions of GGV/financing/funding agencies/ Ministry issued from time to time.
- (i) If any interest accrues in the bank on the deposit/advance given by the University and/or in terms of EMD/ SD/other amount deposited to CPSU by the contractor/ deducted by CPSU from the contractors' bills etc. then the same shall have to be credited to the project account of the university by CPSU.

- (j) During the execution of projects, expenditure and utilization certificate will be forwarded by CPSU in an approved CPWD format on monthly basis to the University or in any other manner as sought by the university or by financing/ funding agency, from time to time.
- (k) The payment mode of consultancy fees/service charges of the CPSU shall be finalized at the time of executing the agreement/ MoU between the CPSU and GGV, as per the prevailing guidelines (if any) issued by the financing/funding agency.
- (l) CPSU shall be responsible for submitting the desired information regarding the physical & financial progress of the assigned projects/works for uploading the same online on PMS, MOE, GoI or on any other platform.
- (m) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. HEFA/UGC/MOE/GoI. The selected CPSU is bound to accept any of the modified conditions at the time of agreement or thereafter during execution of the project. As the modification will be as per the mandatory guidelines of the Funding agency.
- (n) The payment to CPSU may or may not be made by the University directly. The CPSU has to follow and fulfill all the desired guidelines as per of the respective Financing/ Funding agency (HEFA/MOE/UGC etc) for getting the payment, which will be informed by GGV in writing or otherwise to the CPSU agency from time to time.
- (o) CPSU has to strictly follow & comply all the directions/ guidelines/norms of the HEFA/MOE/UGC/GGV issued from time to time during and after assignment & execution of the GGV Projects/Works.

34. The bidders are required to follow the guidelines as mentioned in this EOI/RfP/bid.

35. CONSULTANT'S FEE

- i) Consultant's Fee would be in terms of percentage of project cost as quoted in the Financial Bid (with all taxes including GST, duties, levies etc. which are payable in relation to the performance of the Agreement to be executed between GGV and the appointed CPSU) as percentage charges of Project Cost worth Rs. 300 crore (approx). The total lumpsum fee quoted by the CPSU is for Rs 300 Crore and shall be paid to the CPSU for the accumulated work(s) costing to $\pm 10\%$ of Rs 300 Crore. work (s). However, if the additional work is assigned to the CPSU for the amount

accumulating beyond Rs 330 Crores for the assigned projects, in that case, the CPSU will be entitled to receive the consultancy fee (on prorata % basis) for the works amount beyond the cumulative Rs 330 Crores and maximum up to Rs 375 Crore for the assigned projects.. However, all the other terms and conditions of the agreement shall remain unaltered.

- ii) Consultancy fee shall be paid as a percentage of the total work executed based on invoices raised by the selected CPSU. The total fee payable will be initially calculated on the above basis followed by contract value of the project work as per letter of award placed on contractor by the consultant and shall be finally paid/adjusted on the total built up cost as defined in this tender.
- iii) The Consultant shall pay any and all taxes including GST, duties, levies etc. which are payable in relation to the performance of the Contract.
- iv) No extra fee in any case shall be paid to the Consultant by GGV other than the Consultant's Fee.
- v) Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by GGV Bilaspur.
- vi) No variation in taxes, duties or levies other than statutory taxes & duties shall be payable.
- vii) PMC shall deduct Income Tax at source at applicable rates, as per GOI rules for compliances of GGV also. The TDS so deducted statement shall be submitted to GGV with payment proof, copy of challan etc. for onward filing of return by GGV so that the same may appear in the form 26AS of CPSU and GGV.
- viii) The stage of payment of consultancy fee and GST thereon will be finalized at the time of executing agreement and also during execution of the GGV project/work based on the guidelines/directions of the Financing/Funding Agency i.e. HEFA/MoE/UGC/ Other Bodies GoI from time to time, which shall be acceptable to the CPSU. The GGV has all the rights reserved to finalize the payment terms in the interest of the University.
- ix) The consultant shall withdraw its fee from the bank account in which the fund for the said project is deposited. The withdrawal of fee by the consultant shall be based on stage of payment detailed in the agreement. However, income tax compliance

- /ITDS/GSTTDS compliance on behalf of GGV has to be ensured by PMC before drawing fund by evolving a suitable methodology.
- x) The fee shall finally be based on the “Built-up cost” as defined in relevant clause below. However, this term will be finalized at the time of executing the agreement or during the progress of the work based on the guidelines/directions of the Financing/Funding Agency i.e. HEFA/MOE/UGC/ Other Bodies GoI from time to time.
- xi) Over and above, if the works are stopped at any stage of execution due to fund constraint, discontinuity in work, termination of contract and unforeseen reason in the interest of the university, the CPSU/Consultant shall be paid the consultancy fee on pro-rata basis for the progress of the work done by the Consultant at the time of stopping the work at that stage.
- xii) In case of termination of contract due to non-performance of CPSU, the security/guarantee money deposited by CPSU shall be forfeited apart from imposing appropriate penalty on CPSU.
- xiii) GGV has all the rights reserved to impose financial penalty on the CPSU and even terminate the contract, if any litigation occurs or the work gets affected or the funding / financing is affected or any other reason which otherwise creates hindrance in progress/ completion of the assigned projects etc., due to unprofessional approach of CPSU in any of the stages before tendering, during tendering, award of Work Order, executing the Agreement b/w the CPSU & the contractor, during execution of the work etc.

36. BUILT UP COST

“**Built Up Cost**” will consist of the expenditure incurred towards the following, all to be borne by the Client within the sanctioned amount. However, such cost should be justifiable in the interest of the University and do not contradict with the terms and conditions in this EoI. In case of any ambiguity, the decision of the university will be final and binding. Further, if additional expenditure is required due to the mistake /unprofessional act etc on the part of the CPSU, then the University may not permit to meet such expenses.

- i) The awarded cost of the project (including taxes, duties, cost escalation due to delay from the client part).
- ii) Cost of extra items, additions, deviations and substitution, if prior written approval of the Client has been obtained in this regard.
- iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of Sanction of Building Plan, “Completion” / “No objection” Certificate for occupation of the Works on Completion.
- iv) Charges, if any, levied by Local Authorities / Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting / relocation of Utilities as well as their disconnection / connection.
- v) Cost of Soil tests Geotechnical investigations.
- vi) Proof checking charges for verification of Structural designs/drawings and Expenses on account of third party quality assurance, if client asks for.
- vii) Cost of litigation, if any, with a Third Party or individual organization to remove legal barriers in the execution of works.
- viii) Advertisement Charges for issuing Notice Inviting Tenders.
- ix) Cost of testing of materials / workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
- x) Cost involved for Green Building Rating as per GRIHA/ Indian Green Building Council (IGBC), if required by the client from case to case.
- xi) Any amount paid / payable to the Contractor towards his claims as considered reasonable by the Consultant.
- xii) Any amount paid / payable to the Contractor towards his claims not accepted by the Consultant but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Client / Consultant in the Arbitration of Court proceedings.
- xiii) Cost incurred in construction and maintenance of temporary Site Office, area fencing, stores, Octroi, storage and insurance, meeting office expenses, watch & ward of the entire construction site, transportation cost, accommodation etc. so as to execute the construction work. These structures along with all T & P's after completion of works will be property of Client and the same shall be handed

over/dismantled/disposed as per the instructions of the Client, prior to handing over of the project.

xiv) Any other miscellaneous expenditure incurred in the overall interest of the Project and not covered in the 'scope of services' but to be rendered by the consultant under the Consultancy & Project Management Services.

37. Regarding Escalation in project, relevant clause of latest CPWD shall be applicable.

38. Delay due to factors which are not under control of the CPSU: Suitable extension will be granted if delay is not attributable to the CPSU. Suitable compensation as per mutually agreed terms and conditions shall be given to the Consultant to meet out his expenses for the extended period.

39. OBLIGATIONS OF THE CLIENT

- a. The client will furnish layout plan of the existing structures, if any, and services, if any, in the area where new Works are proposed.
- b. The Client will nominate Coordinating Officer who shall perform the duties as desired in this EoI.
- c. The Client will hand over vacant possession of land/Site to the Consultant. The CPSU may, if so required, take responsibility for demolition/disposal of existing buildings/structures (if any)
- d. The Client will communicate their decisions whenever referred to, within reasonable time of such request from the CPSU.
- e. The Client/financing/funding agency shall pay the consultancy charges to the CPSU, in line with the agreed payment schedule. The client/financing/funding agency will pay the cost of notice inviting tender (NIT) and other ancillary costs for appointment of works contractor as applicable as per CPWD norms.
- f. The Client shall not be responsible for any liability arising out of CPSU's contractual obligations with the CPSU's i.e. personnel, sub-consultants, licensors, collaborators, vendors and subordinates, working contractors for GGV Projects and who are engaged by the CPSU and whose remuneration/fees are paid by the CPSU from his/their consultancy fee.

- g. The Client shall promptly take over the Works / Project facilities within 30 days from the date of certified physical completion in all aspects. If for any reason, the Client is unable to comply with the above requirements within the mentioned above, the CPSU shall allow the Client a further period of 15 days for the taking over of the Works.
- h. The Client shall provide office accommodation in the campus with electricity & water supply on payment basis.
- i. Extension of Contract: in the interest of the University, in order to complete certain on-going projects, the client reserves the right to extend the period of contract maximum of two (one + one) years beyond three years period of contract from the date of this agreement.

40. OTHER RESPONSIBILITIES OF CPSU

- i. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any.
- ii. Ensuring of defect liability activities by the contractors during the respective liability periods.
- iii. Organizing/providing all operation and maintenance manuals through contractors and training to the University staff.
- iv. Preparation of Final Report, which shall contain detail technical & financial information of the project.
- v. After award of the work, the CPSU will ensure all possible mandatory tests, as per relevant Indian standard codes.
- vi. Checking & finalization of final estimates, assisting in the audit/technical observation, etc.(if any).
- vii. Conduct Arbitration matters between various agencies till final settlements of disputes.
- viii. CPSU shall prepare draft replies and get it vetted from the University in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
- ix. CPSU shall handover the buildings & other structures complete in all respect, free from all encumbrances including the vacation of temporary workers, hutments etc. at site, if any, to the University.

- x. CPSU shall maintain all registers/records during execution of works as stipulated in CPWD Works Manual. (Latest version)
- xi. At the end of every financial year and at the end of the project, CPSU shall submit an expenditure and utilization of funds statement including the interest accrued in bank, in the format of CPWD Works Manual.
- 41. Various information sought in the enclosed formats should be furnished completely without any ambiguity.
- 42. The bids should be preferably type written and should be signed by the authorized person/ bidder.
- 43. If any information furnished by the bidder is found to be incorrect either immediately or at a later stage/date, the bidder is liable to be debarred from taking part in any bid of GGV Bilaspur and the EMD deposited by the bidder may be forfeited.
- 44. Signing the Bids: The bid shall be signed by a person who is competent enough and authorized by the concerned CPSU for which an authorization letter shall be submitted in original.
- 45. The particulars furnished regarding the work to be executed through this bid are provisional and liable to be modified as and when required in the interest of the University on the basis of needs and funds availability.
- 46. Letter of transmittal (ANNEXURE-II) and ANNEXURE-III ((a) to (h)) containing forms 'A' to 'E' as per this EoI, where information/documents have been sought should be furnished along with relevant certified documents.
- 47. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information shall result in the bidder being summarily disqualified. Sealed Envelope containing EMD & Tender Cost shall be submitted only through speed/Registered post/ courier service only.

48. The bidder should sign and affix his office seal on each page of the EOI document downloaded from GGV Bilaspur website (www.ggu.ac.in). Overwriting must be avoided. Corrections, if needed, should be made by striking out by single line, the incorrect sentence/word and rewriting by the authorized signatory with signature and date. The bidder may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Pages of the pre-qualification documents are numbered. Additional sheets, if any added by the bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous information need not be furnished and no information shall be entertained after submission of EOI document/bid.
49. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of the Executive Engineer or equivalent.
50. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.
51. Documents submitted by the bidders in connection with this EOI will be the property of GGV BILASPUR.
52. GGV BILASPUR reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
53. GGV Bilaspur is not bound to accept any or all the EOIs. GGV Bilaspur, reserves the right to reject any or all EOIs in the interest of the University (GGV) without assigning any reasons, there off. No bidder shall have any cause of action or claim against GGV Bilaspur or its officers, employees, advisers, agents, successors or assignees for rejection of this EOI.
54. Failure to provide information that is essential to evaluate the bidder's qualifications or substantiation of the information supplied, shall result in disqualification of the bidder.
55. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither GGV Bilaspur nor any of its respective officers or employees or advisers or agents make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly

disclaimed by GGV Bilaspur, or any of its respective officers, employees, advisers or agents, whether negligent or otherwise.

56. The CPSU will be engaged for the purpose of executing work as per scope of work and concerned CPSU's technical officers will be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The CPSU engaged, will be technically legally and financially responsible for the work entrusted by the GGV.
57. The discretion and decision of Vice-Chancellor; Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) in respect of the 'EOI', shall be final and binding.
58. Time Limit for Validity of the Agreement: Unless extended by mutual consent of both the Client and the Firm/Contractor (PARTIES), the Agreement will be valid for a period of 60 days beyond the date of the liability Period after completion of the last works contract under this agreement.

59. LABOUR LAWS

- a The Consultant shall undertake to ensure compliance of all labour laws and its enactments which are applicable to their workmen and also obtain through suitable provision in the Works Contracts, commitments by the Contractors in respect of their workmen to whom any part of the Works Contracts envisaged under this Agreement is entrusted.
- b The consultant shall be responsible for enforcing all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of Contractors employees.
- c The Consultant shall ensure compliance by the Works Contractors of all safety rules as required under various Statutes in India through suitable provisions in the Works Contracts.
- d The Consultant shall incorporate third party risk clause in all Works Contracts awarded by the Consultant, so as to ensure that the Client is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representative of the Contractors engaged for the execution of the work.

60. STAFFING SCHEDULE:

- a. The total implementation period for the Consultant will consist of (i) individual construction periods of works contract and (ii) a defects liability period during which the PSU will only require part time input over the first 12 months of completion of each contract, as per the arrangement proposed.
- b. During the first 12 months of defects liability period, the Consultant Team Leader along with other staff will be required to continue on a periodic basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the construction works.
- c. The Client expects all the proposed key personnel to be available during implementation of the Contract as per the staffing schedule. The Client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement wherever feasible/possible.

61. TIME SCHEDULE

- a. Time is the essence of contract. The phasing of work and time allocations therefore shall be finalized by the Client in consultation with the Consultant for execution of works by the Contractors.
- b. The Consultant shall furnish to the client a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on Detailed Designs and Drawings (prepared by the Consultant).
- c. The construction in all respects shall be got completed by the Consultant as per the above time schedule through engaged contractors.
- d. The consultant/CPSU shall honour the time stipulation fixed by GGV/ financing agency/ funding agency/UGC/HEFA/MOE other Govt Body as per their directions from time to time. The CPSU shall keep informing any deviation in time schedule timely in writing.

62. Period of Agreement: Initial Contract Period for CPSU will be three (3) years from the date of Agreement of each assigned works plus scheduled period of completion.

However, this three-year period is extendable further upto maximum period of 2 years with mutual consent between GGV and appointed CPSU.

63. Termination of Contract/Agreement with appointed CPSU:

The University shall have the right to terminate this Contract in part or in full in any of the following cases:

- a Termination for Default: The Client reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as Client may authorize in writing after receipt of the default notice from Client.
- b Termination for Insolvency: The Client may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.
- c Termination for Convenience: The Client may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Client till the date upon which such termination becomes effective.
- d In case there is any change in the Article of Association & Memorandum of Association of the Consultant, the details will be promptly communicated to the Client. In case the Client is of the opinion that this will affect the Performance of the Consultants under this Agreement, the Client shall be entitled to terminate this Agreement after giving due notice and entrust the work to some other Agency.
- e In case of the Termination under above clause (a), or (b) or (c), the Consultant shall not be entitled to fees or compensation except the fee payable to them for the work actually done. The amount of fee so payable shall be decided by mutual discussions between the Client and the Consultant.

f In case of the Termination under above clause (a), or (b) or (c), the Client may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment for the services of the Consultant for preparation of the same.

g The University has all the rights reserved to cancel the EoI/RfP at any stage without assigning any reason thereof in favour of the University.

h The University has all the rights reserved, not to assign work at any stage of the Execution and discontinue/foreclose the project due to non-availability of the Fund.

64. Force Majeure

(i) Neither the Firm/Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics, pandemic, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.

(ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the

respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events.

- (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

65. Liquidated Damages:

In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to CPSU, a sum equivalent to 0.5% (half percent) of fees for of each completed week by which the respective work has been delayed subject to maximum of 5% (five percent) of the fees, shall be levied by way of liquidated damages not by way of penalty. This shall however not absolve the Firm/contractor of the responsibilities and obligations under the contract to complete the execution of work as per the completion time schedule.

66. Professional Misconduct:

If any time, it is noticed that deliberate attempt has been made by the CPSU to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended for payment, the amount shall be recovered from the consultancy fee of CPSU due to it and also from other means available to the Client. However, such deductions shall not be more than 5% of total consultancy fee payable to PMC. The matter will be viewed as a professional misconduct and strict action as per law will be taken against the CPSU.

67. Confidentiality:

Except with the prior written consent by the Client, the Firm/Contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The CPSU shall not publicize any information pertaining to Client which is discussed with them during course of execution of project/work in the interest of project completion in particular and GGV in general.

68. Indemnification:

The Firm/Contractor shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the

Firm/Contractor or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the client to remedy the loss arising from such negligence.

69. Third Party Liability:

The Client shall not be liable for any injury/death, caused to any official, employee, representative or agent of the Firm/Contractor or their sub Firm/Contractor s working at the site or damage to their properties for any reason whatsoever and Client shall not entertain any claim from any person on that behalf. It would be the responsibility of the Firm/Contractor to get their official, employees, representatives, agents or their sub-Firm/Contractor s insured against the possible risks involved in the discharge of their duties at the work site.

70. LIABILITY OF CONSULTANT/CPSU

a The Consultant shall be liable for consequences of errors and omissions arising out of gross negligence on their part or on the part of their employees and shall take necessary action to remedy the defects and deficiencies arising from said negligence. The liability of the Consultant shall be restricted to the period of validity of the Agreement to be executed between the Client and CPSU.

b The Consultant shall not delegate their work to any other agency without prior written approval of the Client.

c Without prejudice to any provisions expressed in the Agreement, CPSU shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under the Agreement due to reasons attributable to CPSU. CPSU shall remain liable for any damages due to its gross negligence within the period of validity of the Agreement. The amount of liability will be on the basis of actual loss/damage and it will be the maximum 10 % of consultancy fee charged by CPSU.

71. In case of any ambiguity /anything not contained in this document, GGV reserves the right to take discretionary decision without assigning any reason thereof and it will be binding on concerned/all bidders. The University also reserves the right to cancel/reject any bid due to any reason including human error in calculation incurred during process.

The GGV shall be free to cancel the whole or part of tender without assigning any reason.

72. Arbitration:

Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. If the Parties are unable to so resolve within such period, then the same shall be settled by referring to by either party to the Arbitration as per Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no:4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018, No. 0S/0003/2019-FTS-10937 dated 14.12.2022 and applicable guidelines issued by Government of India from time to time.

73. COURT JURISDICTION:

The university shall not be bound to give justification for any aspect of the selection process and the decision of the university shall be final and binding on all without any right of appeal. Further, in case of any dispute, any suite or legal proceedings against the university, the jurisdiction shall be restricted to the Courts at Bilaspur, Chhattisgarh only.

ANNEXURE – I

DECLARATION

1. I, ----- Son /Daughter of Shri ----- Proprietor/ Partner/ Director/ Authorized Signatory of M/s. -----and I am competent to sign this declaration and execute this Tender document.
2. I have carefully read and understood all the terms and conditions including detail requirements for financial bid of the Tender and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
5. Our firm is neither blacklisted by any Government Department nor is any Criminal Case registered against the firm or its owner or partners or directors anywhere in India.
6. I/ We have read the above mentioned Eligibility Criteria Submission and Evaluation Criteria of e-Tender/EOI/RFP, General Terms & Conditions, Financial bid submission, etc. of this tender very carefully and hereby agree to execute the work on the offered rates quoted by me/us in the enclosed schedule and on the above terms & conditions.
7. I/We have done myself/ ourselves fully satisfied to read and examine the Notice Inviting, General Conditions & various clauses of contract, all annexure, conditions & specifications, applicable specifications, descriptions of items of works, all the rules in respect of contract and all other contents in the tender documents and hereby agreed for the execution of the said specified works for the University Authority within the above time period in accordance with that at the rate has been quoted in the financial bid/BOQ as per provisions of e-Tender..

Dated:

Witness Names & Signature.....Signature of Contractor/Bidder

Adhaar Number.....Firm's seal.....

Occupation.....Name:.....

Address.....Phone/Mob.No.,.....

Email ID.....

ANNEXURE –II

LETTER OF TRANSMITTAL

From: _____

To,

**The Registrar,
Guru Ghasidas Vishwavidyalaya (A Central University)
Koni, Bilaspur 495009, Chattisgarh**

Ref. EOI No _____/EoI/ENGG/GGV/CPSU/2023, Bilaspur,

Date: _____

SUBJECT: INVITATION OF EXPRESSION OF INTEREST (EOI) THROUGH E-TENDERING PROCESS FOR ENGAGING CPSU (GoI), AS PROJECT MANAGEMENT CONSULTANT FOR PROJECT MANAGEMENT & SUPERVISION WITH ARCHITECTURAL SERVICES FOR EXECUTION OF PROJECTS/WORKS IN GGV CAMPUS FOR THE PERIOD OF THREE YEARS.

Having examined the details given in above referred EOI Notice and EOI document for the above project, I/we hereby submit the relevant information.

1. I/We hereby certify that I/We have read all the terms and conditions laid down in this EOI and are acceptable to me/us.
2. I/We hereby certify that all the statements made and information supplied in the enclosed ANNEXURE-III ((a) to (h)) containing (Forms ‘A’ to ‘E’) accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
4. I/We also authorize GGV Bilaspur or its representatives to approach individuals, employers and firms to verify our competence and general reputation.
5. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

Sl. No.	Name of work	Certified by/from

Enclosures:

ANNEXURE –III (a)

FORM – ‘A’

ORGANISATIONAL STRUCTURE

1	Name & Address of the bidder with Telephone No./Fax No./ Email ID	Furnish Details
2	a. Year of Establishment b. Date & Year of commencement of practice c. GST Registration No & Certificate. (a certified copy must be attached)	
3	Legal status of the bidder (attach copies of original document defining the legal status)	
4	Valid ISO Certification and Schedule –A, Miniratna & above CPSU	
5	Names of Directors & other executives with designation	
6	Designation of individuals authorized to act for the organization.	
7	Total No. of Technical staff involved in project at Engg. / Site Office:- i) Project Managers: (BE)15yrs experience above) ii) Architect (B. Arch + 05 Yrs experience) iii) Sr. Civil Engineers Civil (BE+ 10yrs experience) iv) Engineers Civil (BE+5yrs or Diploma Engrs +7yrs experience) v) Engineers Electrical(BE+ 5yrs experience) vi) Engineers Mechanical/HVAC (BE+ 5yrs experience) vii) Instru./Automation/Electr/Comp Engineer (BE+5 yrs. exp.) viii) Safety &Labour Officer (Degree/Diploma with certificate on Safety with 5yrs Experience) ix) Others:	
8	Please Mention the number of Technical personals viz Engineers and Architects who are a Regular Employee of CPSU on Permanent Pay Roll. The Minimum desired. Qualification is: Bachelor’s Degree	a) Civil Engineers
		b) Electrical Engineers
		c) Architects
		d)Mechanical Engineers
		e)Instru./Automation/Electr/Comp Engineer
9	Was the bidder ever required to suspend the project for a period of more than six months continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.	
10	Has the bidder or any partner in case of Partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
11	Has the bidder or any constituent partner in case of partnership firm, ever been debarred/black listed for competing in any organization at any time? If so, give details.	
12	Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
13	In which field of Consultancy the bidder has specialization & interest	
14	Any other information considered necessary but not included above.	
	Address of local office (in Chhattisgarh) if any	

ANNEXURE –III (b)

FORM – ‘B’

DETAILS OF TECHNICAL PERSONNEL

Sl. No.	Details of Technical Personnel	Experience (Years)				Total No. of Regular Employee Strength as on 31-3-2022	Remarks	
		Upto 5	More than 5 & below 10	10 to 15	15 & Above			
1	Project Manager							
2	Structural Engineer (Post Graduate)							
3	Civil (Graduate Engg.)							
4	Electrical (Graduate Engg.)							
5	Mechanical (Graduate Engg)							
6	Architect (Graduate)							
7	Instru./Automation/Electr/CSE Engineer (Graduate.)							
8	PHE (Graduate)							
8	HVAC							
9	Firefighting/Engineering							
10	Administrative/ Support Staff, categories to be mentioned i) Safety & Labour Officer							
11	Office ICT Facilities							
12	Soft-ware available							
<p>Note: Please provide all the relevant information and data as desired elsewhere in this EoI and necessary for evaluation of the bid.</p>								

ANNEXURE –III (c)

FORM – ‘C-I’

DETAILS OF PMC WORKS OF CPSU ASSIGNMENT COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH DECEMBER 2022

(Similar Projects Successfully Completed)

S.L.	Description	1	2	3	4	5
1	Name of work / Project and location					
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.					
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)					
4.	Date of commencement as per contract					
5.	Stipulated date of completion					
6.	Actual date of completion					
7.	Litigation / arbitration pending / in progress with details *					
8.	Service rendered					
9.	Names of Project In charge & Key staff & nos. of staff involves.					
10.	Any other information					

(*Note: Add additional sheet for indicating more works if any)

ANNEXURE –III (d)

FORM – ‘C-II’

**DETAILS OF PMC WORKS OF CPSU ASSIGNMENT ONGOING DURING THE
LAST FIVE YEARS ENDING LAST DAY OF THE MONTH DECEMBER 2022**

(Ongoing Similar Projects)

S.L.	Description	1	2	3	4	5
1	Name of work / Project and location					
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.					
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)					
4.	Date of commencement as per contract					
5.	Stipulated date of completion					
6.	Actual date of completion					
7.	Litigation / arbitration pending / in progress with details *					
8.	Service rendered					
9.	Names of Project In charge & Key staff & nos. of staff involves.					
10.	Any other information					

(*Note: Add additional sheet for indicating more works if any)

ANNEXURE –III (e)

FORM – ‘C-III’

LIST OF WORKS EXECUTED WITH GRIHA CERTIFICATION

SN	Description	1	2	3	4	5
1	Name of work / Project and location					
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.					
3.	Names of Project In charge & Key staff & nos. of staff involves.					
4.	Any other information					

ANNEXURE –III (f)

FORM – ‘C-IV’

LIST OF WORKS SUBJECTED FOR VIGILANCE COMMISSION FOR LAST THREE YEARS

SL.	Description	1	2	3
1	Name of work / Project and location			
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.			
3.	Names of Project In charge & Key staff & nos. of staff involves.			
4.	Any other information			

ANNEXURE –III (g)

FORM – ‘D’

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/net profit (after tax) and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department (copies to be attached). For last financial year i.e. 2021-22, provisional balance sheet may be submitted, in absence of audited balance sheet. In absence of provisional balance sheet of FY 2021-22, last 2 years balance sheets shall be considered for average Financial Turnover, Net worth and Profitability.

I-Particulars	Financial Year		
	2019-20	2020-21	2021-22
Gross Annual turnover on PMC work. (In Lakh)			
Net Profit (after tax) (In Lakh)			
Loss (In Lakh)			
Net Worth			
Certified by			

II. The following certificates are required to be enclosed:

- (a) Current Income Tax Clearance Certificate /Net Profit (after tax) & Loss account
- (b) Net Worth Certificate.
- (c) Solvency Certificate from bankers of Bidder.

Signature of Chartered Accountant with Seal

ANNEXURE –III(h)

FORM–‘E’

IN-HOUSE TESTING FACILITY AVAILABLE WITH CPSU

SN	Particulars	Name of the Test
1	In-situ testing facility (including non-destructive testing facilities)	
2	Laboratory testing facility	
3	Inhouse Architectural Services	

ANNEXURE –IV(a)

CREDENTIALS FOR KEY PERSONNEL OF THE CPSU

SN	Position	Credentials
1	Team leader	Bachelors in Engineering from a recognized/accredited institute/University with minimum 20 years of experience. Experience in design and project execution would be an advantage. The Engineer should be conversant with National & International codes and best practices in design and management. He/she should have handled at least one such project in the capacity of Team leader. Age shall not be more than 55 years.
2	Planning Engineer	Bachelors in Civil Engineering from a recognized/accredited institute/University with minimum 15 years' of experience in planning the execution of large building projects, IT parks, large commercial complexes, industrial projects. The Engineer should be conversant project management tools and use of software like MS Project/Primavera. He should be able to estimate optimum resources required for timely independently monitor the progress of work.
3	Senior construction manager-Civil / Senior Engineer (Civil)	Bachelors in civil Engineering from a recognized/accredited institute/University with minimum 15 years of experience in experience in execution of large building projects, large commercial complex, township, industrial project etc., including infrastructure services such as water supply, sanitation, STP and solid waste management. Experience in design and project execution of above mentioned sites would be an advantage. The Engineer should be conversant with National & International codes and best practices.
4	Senior Construction Manager / Mechanical & Senior Engineer-Electrical / Mechanical	Bachelor's degree in Electrical/Mechanical Engineering from a recognized institute/University with minimum 15 years of experience in execution of large building projects, IT Parks, large commercial complex, township, industrial projects etc., should have experience of electrical/Mechanical installations, HVAC, plumbing works, firefighting installations and equipment, security and communication systems.
5	Contract specialist cum account officer	Bachelor's degree in Engineering / Commerce / CA / ICWA from a recognized/ accredited institute/University with minimum 15 years of experience as contract/procurement specialist. He should be conversant with contract documents/clauses of contract of CPWD, FIDIC, SBD of world bank/ADB funded projects. Qualifications in law of contracts and Arbitration are desirable. He should be conversant with CPWD procedures in works accounts, preparation, scrutiny and evaluation of tenders, process and scrutiny of contractors bills, reconciliation of advances etc., Retired persons of works departments of Government of India or CPSUs of GOI involved in construction are also eligible.

ANNEXURE –IV(b)

STRENGTH OF REGULAR ENGINEERS ON ROLL AS ON PUBLICATION OF THIS EOI

Branch/ Background	No. of Engineers on Roll having Diploma level qualification	No. of Engineers on Roll having U.G. Degree level qualification	No. of Engineers on Roll having P.G. Degree level qualification	Others	Total
Civil Engineering					
Electrical Engineering					
Mechanical Engineering					
Architectural Engineering					
Others					
				Total	

ANNEXURE –V

Form of Power of Attorney (On Rs 100 Stamp Paper)

Know All Men by these presents that I,, (Name and Designation of the signing authority of CPSU) OF (Name of CPSU)..... REGD. OFFICE: a company duly incorporated under the laws of the jurisdiction of its incorporation validity existing firm hereby appoint (Name of the person to whom Power of Attorney is given) as the true & lawful attorney (hereinafter referred to as the “Attorney”) of the company and in the name of the company to exercise the all or the powers for and on its behalf in connection with the EOI Notice No. ____/EoI/Engg./GGV/CPSU/2023, Bilaspur, Date: ____ “which have been invited by the GGV, BILASPUR(CG) and to undertake the following acts:-

- (i) To submit the proposal and participate in the EOI, published by GGV, BILASPUR, on behalf of the company.
- (ii) To authorize any other individual a nominated user to submit a bid, and subsequently negotiate and signed the contract with any entity, agency or GGV, BILASPUR (wherein after referred to as Owner) for which tenders are floated.
- (iii) To negotiate with the Owner, the terms and conditions including price for award of the contract pursuant to the aforesaid bid and to sign the contract with the Owner for and on behalf of the company.
- (iv) To receive, accept and execute the contract for and on behalf of company.
- (v) Do any other act or submit any document related to the above.
- (vi) Hand over site to the authorities for execution and obtain completion certificate (as applicable).
- (vii) To make estimation of the work done from time to time (as applicable).
- (viii) To make design and drawing measurement of the work done from time to time (as applicable).
- (ix) To draw bills in the name of the company.
- (x) To receive the payment in favour of the company against the aforesaid bills from the authorities concerned.
- (xi) To make correspondence with the said authorities.
- (xii) To carry out all the activities which the CPSU has to perform for owner as per agreement.
- (xiii) To appear and represent on behalf of the company with all other authorities such as state Government, Central Government, Electricity Board, Telephone Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above in respect of contract.
- (xiv) To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. as the Owner may require.

It is expressly understood that the Power of Attorney shall remain valid bidding and irrevocable till submission of the contract performance guarantee in terms of all the contracts for which tender is floated by GGV, BILASPUR (C.G.).

I, and the company, hereby agrees and undertake to ratify and confirm whatsoever the said “Attorney/Authorized Representative” quotes in the bid negotiate and signs the contract with “Owner” and/or purports to acts on behalf of the “Company” by virtue of this power of Attorney and the same shall bind the company as if done by itself.

IN WITNESS WHEREFOR I, (name and designation of the signing authority of CPSU), have signed these presents on this _____ day of _____

(Signature and Seal)

Witnesses: 1) Signature

Name, Designation, AADHAAR No.

2) Signature

Name, Designation, AADHAAR No.

ANNEXURE – VI

FINANCIAL / PRICE BID

(To be filled Online Only)

Tender Inviting Authority: REGISTRAR, GURU GHASIDAS
VISHWAVIDYALAYA, BILASPUR (CG)

EoI/RfP for APPOINTING A CPSU AS PMC AGENCY FOR
THE MANAGEMENT & SUPERVISION WITH
ARCHITECTURAL SERVICES FOR EXECUTION
OF PROJECTS/WORKS IN GGV CAMPUS

EoI No: No. _____/EoI/Engg./GGV/CPSU/2023, Bilaspur
Date: _____

BOQ.Template – As per Portal
(www.eprocure.gov.in)

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