

GURU GHASIDAS VISHWAVIDYALAYA, BILASPUR (C.G.)

e-Tender

"Expression of Interest (EoI) cum Request for Proposal (RfP)"

for

Empanelling Central Public Sector Unit (GoI) as Project Management Consultant for the Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus for the Period of 3 years

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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

Ref.: EOI No.29/Engg/GGV/CPSU/2019

Bilaspur, Date: - 26.08.2019

e-Tender Notice for EoI cum RfP (Under QCBS System)

GGV, Invites EoI cum RfP for Empanelling Central Public Sector Unit(CPSU), GoI as PMC for Project Management & Supervision with Architectural Services for Execution of GGV Projects/Works. Details etc. can be downloaded from the websites, www.ggu.ac.inor www.eprocure.gov.in. The last date/time for submitting the EoI etc is 18/09/2019 upto 4.00 PM. Tender cost is Rs.20,000/- & EMD is Rs 10.00 Lakh.

Registrar (Acting)

B: Letter of Invitation (LoI)

(e-Tender under QCBS- GFR2017-Rule-192)

"Expression of Interest (EoI) cum Request of Proposal (RfP)"forEmpanelling Central Public Sector Unit (GoI) as Project Management Consultant for the Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus for the Period of 3 years (extendable upto 2 years).

Guru Ghasidas Vishwavidyalaya, Bilaspur, Invites Expression of Interest (EoI) cum Request for Proposal (RfP) for Empanelling Central Public Sector Undertaking (CPSU) of Govt. of India (GoI) as Project Management Consultant for Project Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus for a period of 3 years (extendable upto 2 years in stretch of one year each).

.The detail 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 (Non-refundable) of Rs.20,000/-, EMD of Rs.10.00 lakh (Rupees Ten 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 Project/Work Amount (Subject to Availability of Fund)	:-Rs. 175 Crore
Earnest Money Deposit (in form of DD/FDR)	:-Rs. 10 Lakh
Cost of Tender Form(Non Refundable) (in form of D.D.)	:-Rs. 20,000/-
Last date of Online Submission of EoI	18/09/2019, Up to 4.00 PM
Last date for receipt of EMD & Tender Cost by GGV	18/09/2019, Up to 4.00 PM

C: SALIENT EVENTS AND SCHEDULE

E-TENDER NO.	e-TenderNo. 29/ Engg./GGV/CPSU/2019, Bilaspur Date: 26-08-2019
Client	Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur, (C.G.)
Name of the Work	Project Management & Supervision with Architectural Services for Execution of Projects/Works in GGV Campus
Place of Work	Guru Ghasidas Vishwavidyalaya, 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 upto 2 years in stretch of 1 year each with mutual consent)
Last Date & Time for submission of online EoI/RfP	18-09-2019 at 4:00 PM
Last Date & Time and place for Reaching of DD of Tender Cost &EMD	18-09-2019 at 4:00 PM Must reach to "University Engineer, Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur(C.G.), 495009 (only through Speed/registered post or Courier service)
Pre-Bid Meeting	05-09-2019 at 11:00 AM Conference hall, Administrative Building at GGV campus
Date and time of opening the online Technical Bid of EoI/RfP	19-09-2019 at 4:00 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 eligible bidders.
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 and www.ggu.ac in
Contact Person for Communication/clarification (if any)	University Engineer, Guru Ghasidas Vishwavidyalaya. Telephone no.: 07752260207, 07752260491 Email: ueggvbsp@gmail.com

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

Few of them are as under

SL.	Abbreviation	Elaborated form
i	EoI	Expression of Interest
ii	RfP/RFP	Request for Proposal
iii	Client	Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur, (C.G.)
iv	GGV	Guru Ghasidas Vishwavidyalaya, Bilaspur, (C.G.)
V	GoI	Government of India
vi	CPSU	Central Public Sector Undertakings of Govt. of India
vii	ToR	Terms of Reference
viii	ItB	Information to Bidder
ix	BIS	Bureau of Indian Standard
X	Client	Registrar, GGV Bilaspur, C.G.
xi	GFC	Good for construction
xii	IS	Indian standard
xiii	PMC	Project Management Consultancy
xiv	QCBS	Quality and Cost Based System
XV	CQCCBS	Combined Quality cum Cost Based System
xvi	HEFA	Higher Education Financing Agency
xvii	UGC	University Grant Commission
xviii	MHRD	Ministry of Human Resources Development, Govt. of India
xix	Year	Financial year
XX	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	Tentative Project /Work Amount
No. 29/ Engg./GGV/CP SU/2019, Bilaspur Date: 26-08-19.	 Creation of any new Infrastructure i.e. academic buildings viz. Civil Engineering Department Building, Mechanical Engineering Department Building, Electronics & Comm. Engg Dept Building, Lecture Complexes, Hostels, Yoga and Meditation Centre, Solar power plant Installation with Commissioning etc. & other infrastructure. Installation of solar system panel and related electrification work etc. Electrification/cabling work (including underground cabling) and other related work for new and existing infrastructure (New work and Repair/maintenance work). Creation of new and Repair/maintenance of Existing Road work (including widening), Culverts, Bus-stops, Sheds, Parking, Pathways, Garages, Face lifting, Cladding, Partitioning, Water Proofing, Building Protection, False Roofing etc.(New 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, 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 	Rs 175 Crore (Subject to Availability of Fund)

F: <u>TERMS OF REFERENCE (ToR)</u>:

The prime purpose of empanelling the CPSU GoI, is to execute various GGV projects/works for infrastructure/campus development and other related works through Central Public Sector Units (CPSU) of Government of India (GoI) from the funds received from various Govt. agencies/HEFA/MHRD/UGC/Other sources during period of 3 years (extendable up to 2 years). The CPSU will be the PMC agency for Project Management and Supervision with architectural services for handling/executing various GGV projects/works in the Campus, Bilaspur (C.G.)

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. The CPSU shall be responsible for effectively leading and taking initiative to manage, execute and implement the project, delineate installing procedures, operationalising procedures and reporting systems; and prepare contracts, designing and procurement; all necessary surveys and subproject designs, 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 closely supervise the works being executed by the contractors appointed by CPSU for various project/work 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 codal provisions, Terms and conditions of the agreement to be executed between GGV and CPSU, Terms and Conditions of the Financing/ Funding Agencies, MHRD,UGC,HEFA etc and directions received 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 academic buildings viz. Civil Engineering Department Building, Mechanical Engineering Department Building, Electronics & Communication Engg Dept Building, Lecture Complex etc; other infrastructure viz. Hostels, Yoga and Meditation Centre, Solar power plant Installation with

Commissioning, and any other projects/works related with creation of new infrastructure, maintenance work 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. reputed (CPSU) Central Public Sector Unit, 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. The successful bidder has to carry out Project Management & Supervision with Architectural Services for Execution of assigned Projects/Works in GGV Campus during the period of 3 years (extendable upto 2 years in stretch of one year each).

G: ESSENTIAL ELIGIBILITY CRITERIA

	The bidder must be a	Central Public Se	ctor Undertaking (CPSU),	Government of India			
G1	Enterprise, registered in	India under the	Indian Companies Act 195	6/2013 and working			
	minimum for the past 10	O years as on Bid	Due Date.				
	The Bidder Should have satisfactorily rendered services of project management						
	consultancy & supervision of construction projects in the past ten years, i) At least one similar work of value not less than Rs.140 Crore or						
	ii) Two similar works of value not less than Rs.140 Crore each, or						
G2	iii) Three similar works						
	,		ngineering Consultancy (D	EC)/Engineering &			
			IC)/Project Management (
			utional Buildings/similar				
			Govt. autonomous bodies/C				
			ess turnover, from consulta	-			
G3	<u> </u>	-	e last three years ending N				
			March 2019 duly certifi	led by a chartered			
	accountant should be end			1 : 1 1 . 1			
G4			more than one year period	during the last three			
	years ending March 201		1 0 1 1 1				
G5	Joint venture of a single bidder as a member of consortium/joint venture/association for						
	any project/work shall not be considered for evaluation.						
	Any bidder, which has been either (i) barred/blacklisted/put on Holiday or						
		d/nut on Holiday	or				
	(i) barred/blackliste	1		ted due to non			
C6	(i) barred/blackliste (ii) Contract disco	ontinued/terminate	or ed/scope curtailed/restrict rmance of assigned projects				
G6	(i) barred/blackliste (ii) Contract disco performance/uns	ontinued/terminate satisfactory perfor	ed/scope curtailed/restrict	}			
G6	(i) barred/blackliste (ii) Contract disco performance/uns by any State Government (GOI), or any of the ag	ontinued/terminate satisfactory perfor nt of India (SG) of encies of SG/UT.	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or of GOI or any of the University	Government of India sities of SG/UT/GOI			
G6	(i) barred/blackliste (ii) Contract disco- performance/uns by any State Government (GOI), or any of the ag as on bid due date or p	ontinued/terminate satisfactory perfor nt of India (SG) of encies of SG/UT, bending investiga	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or of GOI or any of the Universitions, will not be eligible	Government of India sities of SG/UT/GOI			
G6	(i) barred/blackliste (ii) Contract disco- performance/uns by any State Government (GOI), or any of the ag as on bid due date or properties.	ontinued/terminate satisfactory perform ont of India (SG) concies of SG/UT, bending investiga tarized certificate	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or of /GOI or any of the Universitions, will not be eligible in this regard).	Government of India sities of SG/UT/GOI to participate in this			
G6 G7	(i) barred/blackliste (ii) Contract disco- performance/uns by any State Government (GOI), or any of the agon bid due date or properties. EoI/bid. (Enclose the note that the bidder should have	ontinued/terminate satisfactory perform ont of India (SG) of encies of SG/UT, bending investiga tarized certificate the positive net-wo	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or ed/GOI or any of the Universitions, will not be eligible in this regard).	Government of India sities of SG/UT/GOI to participate in this years ending march			
	(i) barred/blacklister (ii) Contract discomperformance/unstate Government (GOI), or any of the agray as on bid due date or present the solution of the bidder should have a solution of the bidder s	ontinued/terminate satisfactory perform ont of India (SG) of encies of SG/UT, bending investiga tarized certificate e positive net-worth of more	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or of /GOI or any of the Universitions, will not be eligible in this regard). rth during each of last 03 ore than Rs.175 Crore in fire	Government of India sities of SG/UT/GOI to participate in this years ending march nancial year (2018-19).			
	(i) barred/blacklister (ii) Contract discomperformance/unstable by any State Government (GOI), or any of the agas on bid due date or particle. (Enclose the notate the bidder should have 2019. CPSU should have the CPSU should have the contract of the cont	ontinued/terminate satisfactory perfor nt of India (SG) of encies of SG/UT, bending investiga tarized certificate e positive net-wo re net-worth of mo- in-house profes	ed/scope curtailed/restrict mance of assigned projects or Union Territory (UT) or of /GOI or any of the Universitions, will not be eligible in this regard). rth during each of last 03 ore than Rs.175 Crore in fire sionally qualified (minimum	Government of India sities of SG/UT/GOI to participate in this years ending march nancial year (2018-19).			
G7	(i) barred/blacklister (ii) Contract discomperformance/unstate Government (GOI), or any of the agray as on bid due date or present the bidder should have a constant the CPSU should have regular staff as on this E	ontinued/terminate satisfactory perfor nt of India (SG) of encies of SG/UT, bending investiga tarized certificate e positive net-wo re net-worth of mo- in-house profes oI/bid publication	ed/scope curtailed/restrict rmance of assigned projects or Union Territory (UT) or of /GOI or any of the Universitions, will not be eligible in this regard). rth during each of last 03 ore than Rs.175 Crore in fir sionally qualified (minimum date, in the following cate	Government of India sities of SG/UT/GOI to participate in this years ending march nancial year (2018-19). Im Graduate degree) gories			
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G7	(i) barred/blacklister (ii) Contract discomperformance/unstable by any State Government (GOI), or any of the agas on bid due date or present the EoI/bid. (Enclose the note The bidder should have 2019. CPSU should have regular staff as on this EoIvil Engineers Mechanical Engineers Instrumentation/Automatical	ontinued/terminate satisfactory performs of India (SG) of encies of SG/UT, bending investigatarized certificate expositive net-worth of modern in-house professol/bid publication 25 25 25 25 25 25 25 25 25 25 25 26 26 27 27 28 28 28 28 28 28 28 28 28 28 28 28 28	ed/scope curtailed/restrict mance of assigned projects or Union Territory (UT) or of /GOI or any of the Universitions, will not be eligible in this regard). rth during each of last 03 ore than Rs.175 Crore in first sionally qualified (minimum a date, in the following cate Electrical Engineers Architects	Government of India sities of SG/UT/GOI to participate in this years ending march nancial year (2018-19). Im Graduate degree) gories 25 05 05			

financial years ending March 2019 duly certified by a Chartered Accountant should be enclosed. If audit for the FY 2018-19 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 the tabular form.

DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSE G)

Relevant page no for documents attached in EoI should be entered by the bidder and submitted under the technical bid

	Clause G	Reference page numbers of the documents submitted by the bidder				
		Page Nu	Remarks			
S.L.		From	То	Regarding Attachment of documents along with the technical bid. Whether Attached		
				(Yes/No)		
1	G-1					
2	G-2					
3	G-3					
4	G-4					
5	G-5					
6	G-6					
7	G-7					
8	G-8					

H: .SUBMISSION AND EVALUATION CRITERIA

H1: . SUBMISSION OF e-Tender/EoI/RFP

- a. The e-Tender document can be downloaded from the websites www.eprocure.gov.in or www.ggu.ac.in.
 - Corrigendum, (if any) would appear only on the above web sites and will not be published anywhere else.
- b. Bid must be duly signed by an authorized signatory, who has been authorized by the concerned Firm/Bidder.
 - 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.
- c. Tender Cost, EMD, Lay out Drawing 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 websites www.ggu.ac.in or www.eprocure.gov.in.
 - ii. Bid/Tender cost (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 10 lakh should 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 (Non-refundable) and 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 to the following address: "The University Engineer, Guru Ghasidas Vishwavidyalaya Koni, Bilaspur (C.G.),495009"
 - iv. The above envelope should be marked "EoI/RfP for CPSU-2019".
 - 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 www.eprocure.gov.in 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 documents in the form of PDF format or as per the format available on the website www.eprocure.gov.in.
- ix. Bidder must upload on the e-Tendering website www.eprocure.gov.in the scanned copy of demand draft for Bid Cost (Non-refundable), and demand draft/FDR of Earnest Money Deposit (EMD) in PDF format. 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 page 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, 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 2019, 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 documents.
- xvii. Power of Attorney of the 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 form part of bid document.
- xx. The bidders are advised to submit complete details with their bids. 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. Bids with Incomplete/Ambiguous information will be rejected.
- xxi. Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.
- xxii. On opening date, the Bidder can login and see the bid opening process.
- xxiii. 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
- d. 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.

- e. 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.
- f. 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 bidders as per the available guidelines as on date. GGV shall not be responsible if any information furnished above regarding the uploading of the tender is incomplete or not updated.

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 rates in INR, for the consultancy fees, all taxes including GST, Duties etc. as per Government rules and regulation as per the prevailing rate. However the variation in any taxes duly notified by the Government shall be considered during evaluation and execution.
- iii. Quoted rate shall be fixed and shall not be subject to escalation of any description except the taxes.
- iv. If there is any discrepancy between word and figures, the quoted rate in words will be taken as final quoted price by the bidder. The Decision of GGV in this regards will be final and binding.

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

Evaluation Furnished by the concerned bidder. Further, under stage-B (Technical Evaluation Parameters) the eligible bidders will have to give the Presentation, for which the CEC of GGV along with some other officers inducted (if any) by competent order, 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 70% (i.e.56 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 bidder 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:

- Scores obtained on the Financial Score (FS) out of 20 points will be added to score obtained on Technical Score (TS) out of 80points 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

Table 1.0: Technical Evaluation Parameters							
STAGE	Sl. No	P	arameter for CPSU	J	Evaluation	Maximum Score	
	1	Annual Turnover, from consultancy fee, for three financial years 2016-17, 2017-18, 2018-19		ee	i. > Rs. 300 Cr. : 10 Marks ii. > Rs. 150 Cr up to Rs. 300 Cr. : 7 Marks iii. > Rs. 75 Cr upto Rs. 150 Cr : 4 Marks iv. > Rs 15 Cr upto 75 Cr : 2 marks v. ≤Rs. 15 Cr : 0 Marks		10
	2	Sc	id ISO Certification hedule 'A' Mini ratu & above CPSU	ıa	5 marks if CPSU full otherwise zero mark.	fils both the criteria	05
	3	Emp1	loyee strength in Or	gani	zation		
			helor's Degree	: in	a) Civil Engineers (Max 3 Marks)	> 100 Nos.: 3 Marks 51- 100 Nos.: 2 Marks 25- 50 Nos: 1 Mark <25 Nos. : 0 Mark	
		Engineering The Engineers at Architects required/mentioned should be Regul	ınd	b) Electrical Engineers (Max 2 Marks)	> 50 Nos. : 2 Marks 25 - 50 Nos. : 1 Mark < 25 Nos. : 0 Mark		
e-A			lar	c) Architects (Max 2 Marks)	> 10 Nos. : 2 Marks 05 - 10 Nos. : 1 Mark < 05 Nos. : 0 Mark	10	
Stage-A	Employee Permaner		\mathcal{C}	on	d)Mechanical Engineers (Max 2 Marks)	> 50 Nos. : 2 Marks 25 - 50 Nos. : 1 Mark < 25 Nos. : 0 Mark	
			ne bidder		e) Instru./Automation/ Electri./Comp Engineer (Max 1 mark)	≥ 10 Nos. : 1 Mark < 10 Nos. : 0 Mark	
	4	Exp	erience of the Firm	`			
		4.1	Similar project successfully completed based on value of project	(ii) 5 (iii) (iv)	i) 0 marks Upto Rs. 140 Cr. ii) 5 marks above Rs. 140 Cr Upto Rs. 300 Cr iii) 10 marks above Rs. 300 Cr Upto Rs. 450 Cr. iv) 15 marks above Rs. 450 Cr Upto Rs. 600 Cr v) 20 marks for more than Rs. 600 Cr		20
		4.2 Similar on-going (ii) 2 project based on (iii) value of project (iv)		o) 0 marks Upto Rs. 140 Crore. ii) 2.5 marks Above Rs.140 Cr upto Rs. 300 Cr iii) 5 marks Above Rs.300 Cr Upto Rs. 450 Cr. v) 7.5 marks Above Rs. 450 Cr Upto Rs. 600 Cr v) 10 marks for more than Rs. 600 Cr		10	
	4.3 PMC in Green pro		proj	IHA-4-StarRated or IGBC jects:(2.5 marks for eac ximum marks is 05)		05	
	Technical Score (Stage-A)						60

Stage-B	Presentation	 Organizational setup Understanding of the project Details of Execution /methodology Staffing Schedule for the Proposed Project Other relevant points for presentation will be mentioned in the invitation letter that will be sent to the eligible bidders. for presentation. 				
		Technical Score (Stage-B)	40			
Total Technical Score (Stage A + Stage-B) 100						

I: SPECIAL TERMS & CONDITIONS (STC)

I) 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:(The architect Must have registration in

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, lightening 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.

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) To submit bid documents including the detailed estimate & BOQ must be duly vetted and audited by the competent Technical personal of the CPSU or any other govt. organization/CFIs to the University Engineering Section before bidding.
- (iii) On behalf of GGV Bilaspur, the CPSU will do pre-bidding activities like preparation of notice inviting bids, giving wide publicity of bids, receipt of bids and opening of bids, as per norms of CVC/CPWD guidelines and by that CPSU.
- (iv) The CPSU has to strictly follow the latest direction /guidelines of CPWD/HEFA /MHRD/UGC/Directions of GGV and any revision made from time to time, regarding the Tendering process.
- (v) On behalf of GGV Bilaspur, the CPSU will float the bids, and award the work. and the CPSU will also do Site survey and soil investigations (if required.)
- (vi) The CPSU has to take approval from local statutory bodies (as required).
- (vii) The CPSU will submit the Good For Construction (GFC) drawings in seven sets for approval to the University Engineering section before starting the construction work of the project.
- (viii) GFC 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 after taking due approval from University authority 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 the 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 GFC in time.
- (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.
- (xii) For the assigned projects, the Consultant shall provide the required information in the format desired by statutory/ Government bodies (like MHRD, UGC 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 obtain satisfactory report from the client for the works before making payment to the Contractors or any other Agencies.
- (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) The Consultant shall keep a close watch on deviations during execution by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. The Consultant shall also fix the Rates for items/quantities covered by Deviation orders as per the contract condition

between contractor and the Consultant. Client to be kept informed for issue of necessary revised expenditure sanction when ever found necessary if the cost of the work with its Deviation and price escalation (if provided for in the contract) and the consultants fees including service tax etc. in terms of this agreement exceeds the amount for which expenditure sanction has been issued by the client earlier.

- (xvii) Granting Extension of Time to the Contractor for completion of Works, with or without Liquidated Damages, subject to keeping the Client advised of the same with full details including the effect on Cost escalation, if any.
- (xviii) 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.
- (xix) The Consultant shall obtain the necessary clearance from the Agencies/Departments/Local Bodies concerned and for taking completion certificates for the occupation of the Completed works.
- (xx) 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.
- (xxi) The consultant shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.
- (xxii) It will be compulsory for the consultant to place at site, fulltime 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. In case, Client finds and Engineers not up to the mark, the

consultant will have to withdraw him/them from site and replace him or them by posting new one/s in his/their position. 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 resign their employment, consultant shall immediately provide a substitute of equivalent caliber.

(xxiii) 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.

IV) Post Construction:

- Ensure proper commissioning and handing over for occupation for the completed project in all respect including external development & approaches.
- (ii) Ensure maintenance during the defect liability period (12 months) after successful handing over the completed project to the GGV.
- (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 in 3-sets after completion of the project to the University Engineering 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 for the completed projects to the GGV.
- (vii) The CPSU 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 not below the rank of Executive Engineer.

- (viii) The CPSU shall be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The CPSU shall also be technically legally and financially responsible for the work entrusted by the GGV.
- (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 construction works under the scope of consultant to their satisfaction.
- (xi) Furnishing replies to the audit queries raised by the C&AG auditors 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 CPSU) such as Waterproofing of structures, termite Proofing of Structures 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.
- (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 of EoI/RfP (GTC)

- **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 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 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. In case on the date of pre-Bid meeting the university remains closed for the reasons unknown, 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 are not fulfilled/ incomplete/ not 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/false information or conceals any information.
 - vii. If the bidders make any corrections, additions, alterations/deletions in the downloaded bid document and upload the same.

- viii. If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), State / Central Government, or any other of their 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 tender cost and EMD is not received by the Engineering section of GGV within the scheduled date and time.
- 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.
- 7. All provisions in this document and future documents to be issued by the University in connection with this work will be supplementary and complementary to each other and are not to be read in isolation.
- **8.** Bidders are advised to visit the designated websites www.ggu.ac.in and www.eprocure.gov.inregularly for latest updates & clarifications/corrigendum (if any) regarding this e-Tender/EoI/RFP and during subsequent stages of evaluation; otherwise University 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.egu.ac.inor www.eprocure.gov.inwebsite only.
- **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 the 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 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 remaining eligible bidders after evaluation and signing of agreement/MoU with the successful bidder.
 - (iii)No exemption from depositing the EMD shall be allowed to any participating bidder.
 - (iv) Validity of EMD shall be 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 EoI document at any stage of Evaluation or award of the work to the successful bidder in the interest of the University.
- **17.** All provisions in this EoI document and future documents to be issued by the University in connection with this PMC work are/will be supplementary and complementary to each other and are not to be read in isolation.
- **18.** In the interest of the University, 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
- vi. Close/ cancel the invitation/ tender notice at any stage without assigning any reason, whatsoever.
- **19.** 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 websites www.ggu.ac.in. and www.eprocure.gov.in only.
- **20.** 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.
- **21.** The construction work is open to technical/quality audit by any authorized Government agency to which the CPSU will render assistance in discharge of their duties.
- **22.** CPSU will ensure adherence to relevant CPWD specifications, relevant GFR, BIS codes, CVC guidelines, HEFA/MHRD/UGC 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.
- **23.** The University reserves the right to reject any application/bid without assigning any reason and to restrict the list of Agency to any number deemed suitable in the interest of the University.

- 24. The selected CPSU shall have to deposit @ 5% of the consultancy service fee/ charge, as the Performance Security in the form of DD 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. This amount shall be refunded to the CPSU without any interest on successful completion of project. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security.
- **25.** The GGV reserves the right to seek additional detailed status reports as it may deem fit throughout the project period as per the need and directions of financing/funding agencies viz. HEFA/MHRD/UGC etc..
- **26.** 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.
- **27.** 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.
- **28.** The CPSU shall monitor and ensure that the contractor(s) carry out construction incompliance 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.
- 29. 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.
- **30.** The CPSU shall ensure minimum 3 or 4-Star rating for Green Construction as per CPWD guidelines and shall provide internal certification in this regard as desired by GGV in the respective projects and as per the direction of financing/funding agencies.

31. The CPSU shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the contractor(s) as per the extent provisions and as laid down in the contract(s).

32. 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 after the date of this agreement shall be paid extra to the consultant.

The Taxes and GST as applicable from time to time will be considered by GGV subject to the direction of the statutory bodies of GGV/Funding Agency/Financing Agency/HEFA/MHRD/UGC/Other Govt. Agencies.

PMC shall make all statutory deduction in respect of the bills paid to Contractor. The responsibility of deposition of taxes & duties, signing &issue of Certificates to Contractor, submission of Returns, 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 PMC. PMC shall submit the final accounts either at the end of each financial year or at the time of closure of contract.

33. 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.

34. 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/MHRD, GoI (as the case may be) will deposit up to 33 % (Thirty Three percent only) or 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 work /project and balance 23% amount will be deposited after CPSU has successfully tendered and awarded the work to the bidding agency for execution.
- (c) Whenever about 70% of the initial deposit is spent by CPSU, the University/financing/funding agencies (as the case may be) shall provide additional funds to the tune of next 33% (Thirty Three percent only) of the estimated cost on written demand with justification by CPSU for timely completion of works.
- (d) Similarly, future fund requirements would be met by the invoice raised by the PMC from time to time till completion of release of 100% fund.
- (e) Any specific or emergent funds requirement by PMC can also be requested by the PMC by providing justification & 'UC' for the funds.
- (f) PMC shall always ensure availability of BG equivalent to 5% (Five Percent Only) with them before releasing more than 95% payment to the contractor.BG equivalent to 5% (Five percent only) of the project cost shall be released by PMC after the successful & satisfactory completion of Defect Liability Period for each package of work after a certificate is submitted to the University by the CPSU stating that no defects are pending.
- (g) Separate account of the university funds will be maintained by CPSU in the nationalized bank to get the maximum benefit of interest by opening Flexi Fixed Deposit (FFD) or needful as per the guidelines/directions of financing/funding agencies issued from time to time.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) 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, MHRD, GoI or on any other platform.
- (1) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. HEFA/UGC/MHRD/GoI from time to time. 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.
- (m) 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/MHRD/UGC etc) for getting the payment, which will be informed by GGV in writing or otherwise to the CPSU agency from time to time.
- (n) CPSU has to strictly follow & comply all the directions/ guidelines/norms of the HEFA/MHRD/UGC/GGV issued from time to time during and after assignment & execution of the GGV Projects/Works.
- **35.** The bidders are required to follow the guidelines as mentioned in this EOI.

36. CONSULTANT'S FEE

- i) Consultant's Fee would be amount 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 empanelled CPSU) as Lump sum charges of Project Cost worth Rs. 175crore (approx). This fee shall remain same even if the projects costs exceeds up to 10% of Rs. 175crore i.e., Rs.192.5 Crore.
- ii) Consultancy fee shall be paid as a percentage of the total work executed based on invoices raised on monthly basis 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.
- 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. No extra fee in any case shall be paid to the Consultant by GGV other than the Consultant's Fee.
- iv) Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by GGV Bilaspur. No variation in taxes, duties or levies other than statutory taxes & duties shall be payable.
- v) GGV shall deduct Income Tax at source at applicable rates, as per GOI rules.
- vi) 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/MHRD/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.
- vii) 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. 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/MHRD/UGC/ Other Bodies Gol from time to time.
- viii) 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 Consultant shall be paid the consultancy fee on prorata basis for the progress of the work done by the Consultant at the time of stopping the work at that stage.
- ix) 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.

x) 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.

37. 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.
- **38.** Regarding Escalation in project, relevant clause of latest CPWD shall be applicable.
- **39.** 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.

40. 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.

41. OTHER RESPONSIBILITIES OF CPSU

- II. 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.
- **II.** 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.
- II. 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.
- **42.** Various information sought in the enclosed formats should be furnished completely without any ambiguity.

- **43.** The bids should be preferably type written and should be signed by the authorized person/ bidder.
- **44.** 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.
- **45.** 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.
- **46.** 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.
- **47.** 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.
- **48.** 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 though speed/Registered post/ courier service only.
- **49.** 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.

- **50.** 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.
- **51.** 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.
- **52.** Documents submitted by the bidders in connection with this EOI will be the property of GGV BILASPUR.
- **53.** GGV BILASPUR reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
- **54.** 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.
- **55.** 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.
- 56. 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.

- 57. 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.
- **58.** The discretion and decision of Vice–Chancellor; Guru Ghasidas Vishwavidylaya, Bilaspur (C.G.) in respect of the 'EOI', shall be final and bidding.
- **59.** 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.

60. 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.

61. 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.

62. 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/MHRD other Govt Body as per their directions from time to time. The CPSU shall keep informing any deviation in time schedule timely in writing.
- **63. Period of Agreement:** Initial Contract Period for CPSU will be three (3) years from the date of Agreement. However, this three year period is extendable further

upto maximum period of 2 years in stretch of 1 year each, with mutual consent between GGV and appointed CPSU.

64. 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.
- 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.

In case of the Termination under above clause (a), or (b) or (c), the Client my 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.

65. 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 (expect monsoon), floods, lighting, land slide, fire or explosions, plague or epidemics, 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.

66. 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 10% (ten 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.

67. 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. The matter will be viewed as a professional misconduct and strict action as per law will be taken against the CPSU.

68. 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.

69. 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.

70. 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.

71. 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 20 % of consultancy fee charged by CPSU.
- **72.** 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.

73. 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 and applicable guidelines issued by Government of India from time to time.

74. 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

- 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
AdhaarNumberFirm's seal	
Occupation	Name:
Address	Phone/Mob.No.,
Email ID.	

<u>ANNEXURE – II</u>

LETTER OF TRANSMITTAL

From:		
To,		
	r, as Vishwavidylaya (A Central Univers ar 495009, Chhattisgarh	sity)
Ref. EOI No	/ENGG/CPSU/2019	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 **ANNEXURES** accompanying statements are true and correct.
- 3. I/We have furnished all information and details necessary for EOI evaluation and have no further pertinent related 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 of our CPSU.
- 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:

6.

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					
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 origina	l document definingthe legal status)				
4	Valid ISO Certification and Schedule -A, Minirat	na & above CPSU				
5	Names of Directors & other executives with desig	nation				
6	Designation of individuals authorized to act for th	e organization.				
7	Total No. of Technical staff involved in project at Engg. / Site Office: i) Project Managers: (BE)15yrs experience above) ii) Sr. Civil Engineers Civil (BE+ 10yrs experience) iii) Engineers Civil (BE+3yrs or Diploma Engrs +7 yrs experience) iv) Engineers Electrical(BE+ 7yrs experience) v) Engineers Mechanical/HVAC (BE+ 7yrs experience) vi) Safety &Labour Officer (Degree/Diploma with certificate on Safety with 5yrs Experience) vii) 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) Instrumentation./Automation /Electronics/Computer Engineer	=			
9	Was the bidder ever required to suspend the project continuously after you commenced the planning reasons of suspension of project.	ect for a period of more than six months				
10	Has the bidder or any partner in case of Partne project before its completion? If so, give name of	•				
11	Has the bidder or any constituent partner in case/black listed for competing in any organization at	1 ,				
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 n	ot included above.				
15	Address of local office (in Chhattisgarh) if any					

<u>ANNEXURE – III (b)</u>

FORM – 'B' DETAILS OF TECHNICAL PERSONNEL

Sl. No.	Details of Technical Personnel	Experience (Years)			Total No. of Regular Employee Strength as on 31-3-2019	Remarks
		10 & above	More than 5 & below 10	Upto 5		
1	Project Manager (Civil Engg.)					
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	Fire fighting/Engineering					
10	Administrative/ Support Staff, categories to be mentioned i) Safety & Labour Officer					
11	Office ICT Facilities					
12	Soft-ware available					

Note: Please provide all the relevant information and data as desired elsewhere in this EoI and necessary for evaluation of the bid.

ANNEXURE – III (c)

FORM - 'C'-I

DETAILS OF PMC WORKS OF CPSU ASSIGNMENT **COMPLETED** DURING THE LAST TEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2019 (Similar Projects Successfully Completed)

S.L.	Description	1	2	3	4	5	6	7	8	9	10
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. Crores (Attach copy of Work Order and completion certificate)										
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 **ON GOING** DURING THE LAST TEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2019

(On Going Similar Projects)

S.L.	Description	1	2	3	4	5	6	7	8	9	10
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. Crores (Attach copy of Work Order and completion certificate)										
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)

<u>ANNEXURE – III(e)</u>

FORM - 'C-III'

LIST OF PROJECTS COMPLETED WITH GRIHA CERTIFICATION

DURING LAST TEN YEARS(Completion Certificate to be attached)

SN	Description	1	2	3	4	5	6	7	8	9	10
1	Name of work / Project and location										
2.	Name & Address of Employer / Organization, Telephone no. of officer to whom reference may be made.										
3	GRIHA Rating										
4	IGBC Rating										
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

SL.	Description	
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. 2018-19, provisional balance sheet may be submitted, in absence of audited balance sheet. In absence of provisional balance sheet of FY 2018-19, last 2 years balance sheets shall be considered for average Financial Turnover, Net worth and Profitability.

Particulars	Financial Year				
Gross Annual turnover on PMC work.(In Lakh)	2016-17	2017-18	2018-19		
Net Profit (after tax) (In Lakh)					
Annual Turnover from Consultancy fees					
Loss (In Lakh)					
Net Worth					
Certified by					

II. The following certificates are 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 FACILITYAVAILABLE WITH CPSU

SN	Particulars	Name of the Test
1	In-situ testing facility (including non-destructive testing facilities)	
2	Laboratory testing facility	
3	In house 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.
3	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.
4	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.
5	Senior construction Manager / Mechanical & senior Engineer- Electrical / Mechanical/ Instrumentation/ Automation/ Computers	Bachelor's degree in Electrical/Mechanical/ Instrumentation/ Automation/ Computers Engineering from a recognized institute/University with relevant 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, fire fighting installations and equipment, security and communication systems.
8	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					
Instrumentation/ Automation/ Electronics/ Computer Engineering					
Others					
				Total	

ANNEXURE – V

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

Torm of Tower of Actorney (On its 100 Stamp 1 aper)
Know All Men by these presents that I,, (Name and Designation of the signing authority o
CPSU) OF (Name of CPSU)
incorporated under the laws of the jurisdiction of its incorporation validity existing firm hereby appoin
(Name of the person to whom Power of Attorney is given)
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 EO
NoticeNo /ENGG/CPSU/ 2019, Date: "which have been invited by the GGV, BILASPUF
(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.
- 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.
- To receive, accept and execute the contract for and on behalf of company. (iv)
- Do any other act or submit any document related to the above. (v)
- Hand over site to the authorities for execution and obtain completion certificate (as applicable). (vi)
- To make estimation of the work done from time to time (as applicable). (vii)
- To make design and drawing measurement of the work done from time to time (as applicable). (viii)
- To draw bills in the name of the company. (ix)
- To receive the payment in favour of the company against the aforesaid bills from the authorities (x) concerned.
- (xi) To make correspondence with the said authorities.
- 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 biding 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.

	S WHERF OR I,	`		
Witnesses:	1) Signature	(Signature and Seal)		
	Name, Designation, Occupation			
	2) Signature			
	Name, Designation, Occupation			

ANNEXURE - VI

FINANCIAL / PRICE BID

(To be filled Online Only)
BOQ.Template

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

Name of Work: EMPANELLING CPSU AS PMC FOR THE PROJECT MANAGEMENT & SUPERVISION WITH ARCHITECTURAL SERVICES FOR EXECUTION OF PROJECTS/WORKS IN GGV CAMPUS

Contract No: E-tender No-/ENGG/GGV/CPSU/2019, Bilaspur, Dated

Name of the l	Bidder/								
Bidding Firm	ı /								
Company:									
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
Sl. No.		n Description fp under QCBS System)	Consultancy Fees In Figures To be entered by the Bidder in Rs. P		All Taxes Including GST, Duties etc To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words (Including All Taxes etc.)			
1		2	7		14	10			
1	Description	on							
1.01	with Arc for GGV I EoI/R Charges o	ncy Fees for PMC hitectural Services Projects, as per this fP. (Lump Sum of Tentative Project tt Rs 175 Crores)		To be entered online in e-procurement Portal www.eprocure.gov.in only					
Total in Figures									