

CENTRAL UNIVERSITY OF SOUTH BIHAR

(A Central Govt. University established under the Central Universities Act, 2009)

EOI. Ref. No. CUSB/Admin/EE/01/2019

Date: 08.08.2019



“Expression of Interest”

EOI - EMPANELMENT OF CENTRAL OR STATE GOVERNMENT PUBLIC SECTOR UNDERTAKINGS (PSUs) AS PROJECT MANAGEMENT CONSULTANT TO ACT AS 'ENGINEER-IN-CHARGE' FOR EXECUTION OF CONSTRUCTION PROJECTS AND HORTICULTURE WORKS ON THE CENTRAL UNIVERSITY OF SOUTH BIHAR (CUSB) CAMPUS FOR A PERIOD OF THREE YEARS OR TILL COMPLETION OF THE PROJECT(S).

Central University of South Bihar

SH-7, Gaya- Panchanpur Road, Village- Karhara,

Post- Fatehpur P.S- Tekari,

District- Gaya (Bihar), PIN- 824 236

Email : registrar@cub.ac.in

Website : www.cusb.ac.in

Contact : 0631-2229519

CPP Portal : www.eprocure.gov.in

CENTRAL UNIVERSITY OF SOUTH BIHAR

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Post- Fatehpur P.S- Tekari,
District- Gaya (Bihar), PIN- 824 236**

EOI. No. CUSB/Admin/EE/01/2019

Date:08.8.2019

EXPRESSION OF INTEREST

Central University of South Bihar (CUSB), invites “Expression of Interest” from leading, reputed professionally & financially sound and duly registered “Central or State Government Public Sector Undertakings” having required experience and technical expertise for the Empanelment as Project Management Consultant (PMC) to act as Engineer-In-Charge on behalf of CUSB for execution of Construction Projects and Horticulture works on the Central University of South Bihar Campus for a period of three years or till completion of the project(s).

Details and Formats regarding the EOI may be obtained from the Office of the Registrar, CUSB during office hours or downloaded from the University Website: www.cusb.ac.in

Sealed Offers addressed to the Registrar, CUSB, Gaya, Bihar should reach the Office of the Registrar, by 4.00 pm on or before 30.08.2019 through Registered / Speed Post / by hand in the drop box only. The University is not responsible for any delay in receiving the documents and reserves the right to accept/reject any or all application(s) without assigning any reason thereof.

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EXPRESSION OF INTEREST

Invitation for Expression of Interest (EOI) for the EMPANELMENT OF CENTRAL OR STATE GOVERNMENT PUBLIC SECTOR UNDERTAKINGS (PSUs) AS PROJECT MANAGEMENT CONSULTANT TO ACT AS 'ENGINEER-IN-CHARGE' FOR EXECUTION OF CONSTRUCTION PROJECTS AND HORTICULTURE WORKS ON THE CENTRAL UNIVERSITY OF SOUTH BIHAR (CUSB), SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur P.S- Tekari, District- Gaya (Bihar), PIN- 824 236, CAMPUS FOR A PERIOD OF THREE YEARS OR TILL COMPLETION OF THE PROJECT(S).

The Central University of South Bihar (CUSB) invites sealed Bids, from the Central or State Government Public Sector Undertakings (PSUs) of National Repute, for the Empanelment as Project Management Consultant for execution of Construction Projects and Horticulture works at the Central University of South Bihar for a period of three years or till completion of the project(s) presently worth Rs. 90.00 Crores (approx.). For this, the following are the Eligibility Criteria.

1. ELIGIBILITY CRITERIA:

- 1.1 Bidding PSU should have satisfactorily rendered the Services of Agency for the Construction Project Management & Supervision with Architectural Services for the Construction Projects, Horticulture, Minor Addition/Alteration / Maintenance/Similar Works in the past three years. "Similar Work" means Construction Project Management & Supervision Services for execution of works as mentioned in the scope of work in this EOI.
- 1.2 The PSU should be a profit making organization during the last seven years.
- 1.3 The PSU should have experience as Architectural and Project Management Consultant for Construction of a completed building complex project with minimum value of Rs.150 Crores during the last seven years.
- 1.4 The PSU should have also EXPERIENCE IN CONSTRUCTION of an Institutional Building Project with minimum value of Rs.100 Cr. during the last seven years including Hostel, Academic building, IT Park, Sports Complex, Schools, Major Development Work such as Roads STP, Water Supply, Sub Stations etc.
- 1.5 The Government agency/PSU should have completed one Building Project with minimum of G+4 stories structure during the last seven years.
- 1.6 Average Annual Turnover of the PSU should be Rs.450 Crores during the last five years.
- 1.7 The PSU should not have been Black listed by any institution in the last five years.
- 1.8 The PSU should have Horticulture Expert with relevant experience in the horticulture and vast knowledge of plantation, seeds & fertilizer.

SALIENT INFORMATION		
S.No.	ACTIVITY	DATE/ TIME
1.	Availability of Bid Documents on the Website (www.cusb.ac.in), Bid Cost (Non-refundable) Rs. 10,000/- (Rupees ten thousand only). The D.D. has to be enclosed in the Envelope-I.	08/08/2019
2.	Date of Pre-Bid Meeting (Venue: Central University of South Bihar, Gaya, Bihar)	Will be intimated later on the website
3.	Last Date/Time of the Submission of Sealed Bids (Only through Registered/Speed Post or by hand in the drop box only to- The Registrar, <i>Central University of South Bihar</i> , SH-7, Gaya-Panchanpur Road, Village- Karhara, Post- Fatehpur P.S-Tekari, District- Gaya (Bihar), PIN- 824 236.	30/08/2019 4:00 PM
4.	Opening of the Technical Bids (Venue: Central University of South Bihar, Gaya, Bihar)	02/09/2019 11:00 AM
5.	Presentations, Opening of Financial Bids & Declaration of Final Results (Venue: Central University of South Bihar, Gaya, Bihar)	Will be intimated through CUSB website
<u>Important Note:</u> <ol style="list-style-type: none"> Changes/Corrigendum if any, in the EOI will be duly notified on the University Website: www.cusb.ac.in List of Eligible Bidders shall be displayed on the University Website after the Evaluation of Technicalities. Date of Presentation, Opening of Financial Bids & Declaration of Final Results will be displayed on the University Website www.cusb.ac.in after Technical Evaluation of the Bids. Only the Eligible Bidders shall be allowed to participate in Presentation & onward process. EMD of Rs.10.00 Lakhs in the form of DD to be enclosed in the Envelope-I. The DD for Bid Cost and DD for EMD must be made separately. The DD should be made in favour of "<i>Central University of South Bihar</i>", drawn on any Nationalized Bank Payable at Gaya. The Bid received without the Bid Cost and the EMD shall not be acceptable. CUSB reserves the right to postpone and/or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof. In such an event, consulting firms shall not be entitled to any compensation in any form whatsoever. 		

2. SUBMISSION OF APPLICATIONS:

Important: The Bid must be duly signed by the Authorized Signatory, who has been duly authorized by the concerned PSU / Central or State Government Agency, for which a Power of Attorney in the Format (Appendix-III) must be submitted along with the Technical Bid.

2.1 The Bidder may download the Bid Documents for Expression of Interest (EOI) from the Website of CUSB (www.cusb.ac.in). The Bid Cost (Non- refundable) of Rs.10,000/- (Rupees ten thousand only) in the form of Demand Draft in favour of "*Central University of South Bihar, Gaya*," drawn on any Scheduled Bank payable at Gaya (Bihar), is to be enclosed in the Envelope-I along with the Bid. The Bid received without the Bid Cost shall not be acceptable.

2.2 The Bid along with the supporting Documents fulfilling the Eligibility Criteria should be submitted in a Sealed Envelope as mentioned below:

2.2.1 Mode of Submission of Sealed Bids:

The EOI Document/Bid shall be submitted in Two Parts (Part—A & Part—B) as under, enclosed & sealed in a Single Envelope:

Part-A:

Envelope-I: Earnest Money Deposit: Containing EMD amount of Rs.10.00 Lakhs in the form of Demand Draft in favour of "*Central University of South Bihar, Gaya*," drawn on any Scheduled Bank payable at Gaya (Bihar).

Envelope-II: Technical Bid: Containing EOI, with all the relevant information and Documents of Turnover, Profit, Experience, Key Personnel, In-House Testing Facility, Awards, Documents relevant for evaluating the Bidder etc. as per the attached Formats in the *Appendix-I*. Only those Technical Bids whose EMD is found valid will be opened.

Part-B:

Envelope-III: Financial Bid: Containing the Financial Bid as per *Appendix-II*. All the Three Envelopes (I, II & III) shall be sealed separately and shall bear markings indicating the Part of the Bid. These Three Envelopes in turn shall be enclosed and sealed in an Outer Envelope marked "EOI for Project Management Consultant (PMC)" for Construction Projects and Horticulture Works of Central University of South Bihar. The Financial Bid of only Technically Qualified Bidders fulfilling the criteria laid down in this EOI shall be opened subsequently. The relevant information in this regard will be displayed on the University Website: www.cusb.ac.in

2.3 **Financial Bid:**

The Bidder shall quote the percentage (%) Service Charges (as per Rule-193 of GFR-2017) towards Construction Project Management and Supervision with Architectural Services for the Execution of Construction Project (Civil, Electrical and Mechanical) and Horticulture Works at *Central University of South Bihar*, SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur P.S- Tekari, District- Gaya (Bihar), PIN- 824 236.

2.4 Date of Pre-Bid Meeting for any query and clarification: Will be intimated later.

2.5 Last date for Receipt of Bids by 4:00 PM on 30.08.2019.

2.6 Date and Time of Opening of the Sealed Bids at 11:00 PM on 02.09.2019 (Venue: Central University of South Bihar, SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur P.S- Tekari, District- Gaya, PIN - 824236)

2.7 **DISQUALIFICATION:** The University may disqualify Bids on account of any of the following reasons:

2.7.1 If the Bid is received after the last date and time.

2.7.2 If the Bid is submitted other than by Registered/ Speed Post or by hand in the drop box only.

2.7.3 If the Bidder disregards any of the Terms & Conditions of the Bid and/or leaves any ambiguity in calculation of the Consultancy Fee.

2.7.4 If the Bidder attempts to influence any member of the Expert Panel.

2.7.5 If the Bid is conditional.

2.7.6 If the Bidder provides any misleading information or conceals any information.

2.7.7 If the Bid is received without the Bid Cost and the EMD.

2.7.8 If the Bidder makes any corrections, additions, alterations in the downloaded Bid document.

2.7.9 If the Bidder is under a Declaration of Ineligibility for any Corrupt or Fraudulent Practices issued by the Government of India (GoI), State / Central Government, or any other of their Agencies/Instrumentalities.

2.7.10 Non-fulfillment of any of the Eligibility Criteria as per this EOI.

2.7.11 The Bid submitted without the Power of Attorney as per *Appendix-IV*.

The decision of the University in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from any disqualified Bidder thereafter.

2.8 INSTRUCTIONS TO BIDDERS:

- 2.8.1 The University reserves the right to modify unilaterally any part of this Document at any stage of the Selection of the PSU/Govt Agency as per its own requirements in the interest of the University.
- 2.8.2 All the provisions in this document and future documents to be issued by the University in connection with these project Works are supplementary and complementary to each other and are not to be read in isolation.
- 2.8.3 The Bidders are advised to visit the University Website: www.cusb.ac.in regularly for the latest updates & clarifications regarding this EOI and subsequent stages.
- 2.8.4 In the interest of the University, the University reserves the right to:
- i. Accept or reject any or all Bids for this EOI without assigning any reason, whatsoever.
 - ii. Amend the selection process at any stage without assigning any reason, whatsoever.
 - iii. Amend the provisions of this EOI or any other documents 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 the Bidder has / had provided incorrect/misleading information or material, misrepresentation or concealment of information, sought by the CUSB.
 - vi. Close the invitation at any stage without assigning any reason, whatsoever.
- 2.8.5 The Technically Qualified Bidders, if interested, can attend the opening of the Financial Bids.
- 2.8.6 In case the last date fixed for the submission of the EOI is declared as holiday/off-day, the next working day shall be deemed to be the last date.
- 2.8.7 The University reserves the right to verify the particulars furnished by the Bidders independently and to obtain feedback from Clients of the PSUs for whom, Consultancy Services had been carried out by them.
- 2.8.8 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 Government agency/PSU will render due assistance in discharge of their duties.
- 2.8.9 The Construction Work is open to Technical/ Quality Audit by any Authorized Government Agency to which the executing agency will render assistance in discharge of their duties.
- 2.8.10 The PMC will ensure adherence to relevant CPWD Specifications, relevant GFR, BIS Codes, CVC Guidelines, Environment and other Regulatory Requirements and will also ensure

observance of all Formalities / Documents / Day to Day activities as defined in CPWD Works Manual (as per EPC mode as directed by NITI Aayog, Govt.) for Execution of 'Works Contract' and/or as directed by the University from time to time.

- 2.8.11 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.
- 2.8.12 Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the Bidder to be shortlisted/selected/awarded the PMC Services at CUSB.
- 2.8.13 The Bidders are advised not to make any corrections, additions, alterations in the downloaded Bid document. In case, any corrections, additions, alterations are made in the downloaded Bid Documents; such Bid(s) shall summarily be rejected.
- (i) The EMD (without any interest) and the unopened sealed Envelope — III for all those Bidders who are not eligible as well as technically disqualified, shall be returned to the Bidder through Registered Post.
 - (ii) The EMD (without any interest) shall be refunded /returned to the remaining Bidders after signing of Agreement/MoU with the selected PSU.
 - (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 last due date of submission of EOI.
 - (v) EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b) If the successful Bidder fails to execute the PMC Services Agreement within the stipulated time or any extension thereof provided by *CUSB (Central University of South Bihar)*.
- 2.8.14 The selected PMC shall have to deposit @ 5% of the Consultancy Service Fee/ Charge, as the Performance Security in the form of DD drawn upon any Nationalized Bank in favour of "*Central University of South Bihar*", payable at *Gaya* or as the Bank Guarantee for which the format shall be provided to the selected PMC at the time of executing the MoU. This amount shall be refunded to the Government agency/PSU without any interest on successful completion of the project(s) including defect liability period, as will be laid down in the Agreement / MoU. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security. On submission of Performance Security, as per above the EMD of the successful bidder will be returned.
- 2.8.15 The Period of Validity of Bids: The Bidder shall not be entitled to revoke or cancel its Bid or to vary the Bid given or any Term thereof.
- 2.8.16 The University (CUSB) reserves the right to seek additional detailed Status Reports as and when it may deem fit throughout the Project Period.

- 2.8.17 The PMC shall work towards minimizing, if not total elimination of claims and disputes from the Contractors. While checking the Invoices and Bills submitted by the Contractors the PMC shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by the Contractor(s) towards fulfillment of liabilities to the Works Contract.
- 2.8.18 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 (EPC Mode) or as directed by CUSB (Central University of South Bihar).
- 2.8.19 The PMC shall monitor and ensure that the Contractor(s) carries out Works / Services in compliance of Environmental Standards, Safety of the Works, Safety of Personnel / Public, and Safety of Construction Equipment complying Environmental and Safety Standards laid down in the Contract(s) and Quality Assurance Documents and Rules of the Local Bodies.
- 2.8.20 The PMC 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 its recurrence. Further, it shall also inspect and report unsafe and inferior practices at the Work Site through Control Documents and ensure that the Contractor(s) take(s) Corrective and Preventive Measures to improve the practices to avoid accidents.
- 2.8.21 The PMC shall ensure the Contractor complies to GRIHA requirements, EPC mode if necessary and obtain monthly GRIHA Compliance Reports and have to submit updated data under EPC mode to the University for updation of portal (PMS/Ministry) after their review. The PMC shall ensure compliance of Environmental Safeguard Measures implemented by the Contractors.
- 2.8.22 The PMC shall ensure implementation of various Labour Laws, Rules and Regulations including Employee's Provident Fund and other Welfare Measures by the Contractor(s) as per the extant provisions and as laid down in the Contract(s).
- 2.8.23 The PMC shall be fully responsible for the soundness and correctness of all works executed by the Contractor(s), the soundness of design and the conformity of the work with the approved Plans, Designs and Specifications and Conditions of Contract applicable to the Subject Work. The PMC shall be responsible for detailed planning, drawing, designing estimates, tender etc. and getting the work executed.

2.8.24 PAYMENT MODE:

- (a) The whole PMC job will be distributed into several packages to determine/specify the duration, contract value and professional fees.
- (b) Immediately after the selection of the PMC and signing of the agreement with it, the University will pay Rs. 1.00 Crore (one Crore) to the PMC for initial preparation of the Architectural Drawings of the Proposed Buildings for approval of the University and for other activities required till the selection of the Vendor/Agency for Construction of the assigned buildings and other works under the EPC Mode.
- (c) After the final award of the Construction work, the University will deposit up to 33 % (Thirty Three percent only) of total Estimated Cost of the Project as an Initial Deposit with the PMC. Out of this Deposit Received, the PMC will release the payment to the various agencies/contractors.
- (d) Whenever about 70% of the Initial Deposit is spent by PMC, the University shall provide Additional Funds to the tune of next 33% (Thirty-Three percent only) of the Agreement cost on Written Demand with justification by PMC for timely completion of works.
- (e) The Balance 34% (Thirty four percent only) of Agreement Cost shall be released to the PMC after utilization of 90% of the grant already released.

- (f) In case of services for Horticulture, the PMC will be engaged for 3 years (first year for development and following two years for maintenance of Gardens/plants/trees etc.). Advance to PMC will be released by University in three Installments based on the agreement cost.
 - (i) The University will deposit up to 33 % (Thirty-Three percent only) of total Estimated Cost of the service as Initial Deposit with the PMC. Out of this deposit received, the PMC will release the payment to the various agencies/contractors.
 - (ii) When 70% of the Initial Deposit is spent by the PMC, the University shall provide Additional Funds to the tune of next 33% (Thirty-Three percent only) of the Agreement Cost on written demand with justification by PMC for timely payment(s) to service providers.
 - (iii) The Balance 34% (Thirty-Four percent only) of Agreement Cost shall be released to the PMC before utilization of 90% of the grant already released.
- (g) Separate account of the University Funds will be maintained by the PMC in a Nationalized Bank.
- (h) If any interest accrues in the Bank on the deposit/advance given by the University, then the same shall be credited to the Project Account of CUSB by the PMC or on demand be paid to CUSB.
- (i) During the execution of the Project(s), the Expenditure and Utilization Certificate will be forwarded by the PMC in an approved CPWD Format on monthly basis to the University.
- (j) The PMC shall hold 5% Security Deposit of the Contractor which shall be released after the successful & satisfactory completion of Defect Liability Period for each package of work after a Certificate is submitted to the University by the PMC stating that no defects are pending.
- (k) The payment mode of Consultancy Fees of the PMC shall be as per the Agreement/ MoU between the PMC and the University.
- (l) For all contracts awarded by PMC, the payment will be released by PMC, and the CUSB shall not be responsible and liable for any liabilities and defaults of PMC with any other third party.

2.8.25 The Bidders are required to follow the guidelines as mentioned in Section 4 of this EOI.

2.9 Other Responsibilities of PMC:

- i. Settlement of all Accounts of the Contractors including reconciliation of materials supplied to the Contractors, if any.
- ii. Ensuring of Defect Liability Activities by the Contractors during the Respective Liability Periods.
- iii. Organizing/providing all operation and Maintenance Manuals through Contractors and training to the University Staff.
- iv. Preparation of Final Report, which shall contain detailed Technical & Financial Information of the Project(s).
- v. Ensuring all possible Mandatory Tests at Site, as per relevant Indian Standard Codes / National Building Codes.
- vi. Checking and finalization of estimates, assisting in the audit/ technical observation, etc. (if any)
- vii. Conducting Arbitration matters between various Agencies till final settlement of disputes.

- viii. Preparing draft replies and getting their vetted from the University in replying to the observations made by CTEs Branch/ CAG Audit/ Vigilance etc., if required.
- ix. Handing over the Buildings and other Structures complete in all respects, free from all encumbrances including the Vacation of Temporary Workers, Hutments etc. from the Site, if any, to the University.
- x. Maintaining all Registers/ Records during execution of Work(s) as stipulated in the CPWD Works Manual (latest version/EPC mode) or as directed by the CUSB.
- xi. Submitting the Expenditure and Utilization of Funds Statement, including the interest accrued in Bank, in the format of the CPWD Works Manual/UGC at the end of every Financial Year and at the end of the Works/Services.

3. **SCOPE OF THE WORK:**

The Scope of the Work is to create New Infrastructure and Horticulture Works in the Central University of South Bihar. The infrastructure includes construction of New Buildings [Hostels for Students, Staff Residences of Various Types, Health Centre, Central Library (Total Area 19,750 SQM approx.) and site development works like approach Roads and similar other works along with related utilities such as Water Supply, Electricity Supply, Disposal System etc. on the Campus. As and when required, CUSB reserves the right to award a part or full of the Work to one or more empaneled PMCs at Pre-Construction Stage / Service Stage:

3.1. Pre-Construction Stage / Service Stage

3.1.1. Architectural Consultancy:

3.1.1.1 (a) Scope of Work

- (i) Taking client's instructions and preparation of plan, design and 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.
- (xii) NR / Minor Addition / Alteration / Maintenance

3.1.1.1 (b) Horticulture works

- (i) Taking client's instructions and preparation of details of services.
- (ii) Site evaluation/campus evaluation / building evaluation for existing parameters for evaluation of number of personnel required, criteria for control mechanism for reason to be provided and T&P required and maintained to be supplied from store and maintained to be provided by the service provider.

3.1.1.2 Data collection:

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

3.1.1.3 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 etc.
- (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 (Heating, Ventilation and Air Conditioning design), 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, disposal system for all wastes (hazardous or non-hazardous).
- (iv) The Services Preliminary estimates shall include Horticulture, Minor Addition / Alteration / Maintenance works including studying the University requirement and perfection Bids documents as per CVC/Gol/University guidelines.

3.1.1.4 Drawings for Approval of client and statutory bodies:

- (i) To prepare drawings necessary for approval(s) of client's/statutory bodies.
- (ii) Ensure compliance with relevant national codes, standards and legislation, as applicable.

3.1.1.5 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 duly vetted and audited by the competent Technical personnel of the PMC or any other Govt. Organization to the University Engineering Section/Authorized Officer before Bidding.

- (iii) On behalf of the University, the PMC 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 /University Guidelines and of the PMC.
- (iv) On behalf of the CUSB, the PMC will float the Bids, and award the Work after the Approval of the Central University of South Bihar.
- (v) The PMC will also do Site Survey and Soil Investigations (if required).
- (vi) The PMC has to take approval from Local Statutory Bodies (as required).
- (vii) The PMC 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(s).
- (viii) GFC will also include the Mechanical, Electrical & Plumbing (MEP) Drawings, and all required Architectural drawings duly approved by Local Statutory Bodies (if required), Structural Drawings- proof checked/vetted by Govt. Agency or Govt. Institutions, External Development details, Drawings & Documents etc.
- (ix) The University Engineering Section will issue the GFC drawings to the PMC after taking due approval from University Authority for its execution.

3.1.2 Planning and Co-ordination:

- 3.1.2.1 The PMC will do Execution Planning Work, Resource Planning, Scheduling and Implementing Construction Programs to complete the Project and Works/ Services in time. Ensuring proper Quality Control and Safety Practices (in the planning and coordination phase, the PMC 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 *and* Service Works).
- 3.1.2.2 Documentation of all projects, Horticulture, Minor Addition / Alteration / Maintenance works related matters.
- 3.1.2.3 Preparation of Periodical Reports relating to Time, Cost and Quality.
- 3.1.2.4 Management of contracts according to the Conditions of Contract(s).
- 3.1.2.5 Preparation of monthly Progress Chart and Cash Flow Statement for each project, Horticulture, Minor Addition/ Alteration/ Maintenance Works separately, for the University.

3.2 Construction / Service Works Supervision:

The PMC shall -

- 3.2.1 Deploy requisite number of qualified and experienced Engineers in the relevant field at site to supervise the day-to-day works and also to monitor all Architectural progress of works as per approved Drawings, Construction Procedures, Quality Control in house and also Third Party testing and setting of Site Laboratories for effective Quality Control,

Safety Practices and to ensure quality in day-to-day work as per Specifications and Standards.

- 3.2.2 Provide a quarterly update on the progress of work and expenditure to Central University of South Bihar and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- 3.2.3 Check all the measurements recorded in the Measurement Books by the Contractor at Site with respect to approved drawings and certify the accuracy.
- 3.2.4 Check the Bills submitted by the Contractor and certify its accuracy.
- 3.2.5 Make all required correspondence with the Contractor(s) for proper execution of work as per GFC in time.
- 3.2.6 Co-ordinate with all Agencies working at Site and liaise with Local Authorities for obtaining appropriate Permission(s) / Commencement Certificate(s), etc.
- 3.2.7 Conduct frequent Periodic Meetings with the contractor(s)/.
- 3.2.8 Go for testing of materials, design mix, any other test to be carried out, for quality control during construction of the Project, as per the relevant provisions of the Indian Standard (IS) Codes and National Buildings Code.
- 3.2.9 Be solely responsible for any deviation in the Work executed under its project service provider if it is executed without the approval of the Central University of South Bihar. No extra / substituted item should be executed without prior approval of the competent authority.
- 3.2.10 Undertake such activities as needed in case of any bottleneck in execution of the project arising out of any activity in the scope of work so that the project does not delay/stuck up.

3.3 Post Construction:

The PMC shall -

- 3.3.1 Ensure proper commissioning and handing over for occupation for the completed project(s) in all respects including external development & approaches.
- 3.3.2 Ensure maintenance during the defect liability period (12 Months) after successful handing over the completed project(s) to the Central University of South Bihar.
- 3.3.3 Be solely responsible for any financial, technical and legal issues related with the construction project(s) other service work(s) entrusted to the PMC.
- 3.3.4 Submit all relevant final drawings in 3-Sets after completion of the Project to the Engineering Section of the Central University of South Bihar.
- 3.3.5 Submit the Guarantee/Warranty related Documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed Project(s).
- 3.3.6 Hand over a Certified Copy of the material testing report, design mix report, any other tests carried out as per the relevant IS Code/National Code provisions for the completed project(s) to the Central University of South Bihar.

4. **GUIDELINES FOR THE BIDDERS:**

- 4.1 The different information sought in the enclosed Forms should be furnished in completeness.
- 4.2 The Bids should be Type written and should be signed by the Bidder/Authorized Persons.
- 4.3 If any information furnished by the Bidder is found to be incorrect either immediately or at any later stage/ date, the Bidder is liable to be debarred from taking part in any Bid of Central University of South Bihar and the EMD deposited by the Bidder shall be forfeited.
- 4.4 The following words and expressions have the meaning hereby assigned to them.
- a. Employer : The Registrar, Central University of South Bihar, SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur P.S- Tekari, District- Gaya, PIN - 824236
 - b. Bidder : Public Sector Undertaking or Central/State Govt. Agency
 - c. Year : Financial Year
 - d. GFC : Good for Construction.
 - e. PMC : Project Management Consultant.
 - f. IS : Indian Standard.
 - g. CQCCBS : Combined Quality cum Cost Based System
 - h. LCS : Least Cost System
- 4.5 **Signing the Bids:**
- The Bid shall be signed by a person who is competent enough and authorized by the concerned PMC for which an Authorization Letter shall be submitted in original.
- 4.6 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 availability of funds.
- 4.7 Letter of Transmittal and Forms 'A' to 'G' seeking information/documents are given in *Appendix-I*, should be furnished along with Relevant Certified Documents.
- 4.8 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/are 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 Bids shall be submitted only through Speed/ Registered Post or by hand in the drop box only. No other mode of submission of Bid shall be accepted.

- 4.9 The Bidder should sign and affix his Office Seal on each Page of the EOI Document submitted. 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/Services. 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.
- 4.10 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 Executive Engineer or equivalent.
- 4.11 Any information furnished by the Bidder found to be incorrect either immediately or at any later date, would render him liable to be debarred from taking up the Project.
- 4.12 The EOI Document in Prescribed Form duly completed and signed should be submitted in Hard Copy (Original), in bound form in a Sealed Cover through Registered/ Speed Post/by hand in the drop box only. The Sealed Cover super-scribed as, " EOI for Project Management Consultant (PMC) for Construction Projects and Horticulture Works of Central University of South Bihar" should reach the Office of the Registrar, Central University of South Bihar, SH-7, Gaya-Panchanpur Road, Village - Karhara, Post Fathehpur, Tekari, Dist. Gaya, PIN - 824236 on or before 30th August, 2019 to 4:00 p.m.
- 4.13 Documents submitted by the Bidders in connection with this EOI will be the property of Central University of South Bihar.
- 4.14 Central University of South Bihar reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
- 4.15 The University is not bound to accept any or all the EOIs. Central University of South Bihar reserves the right to reject any or all EOIs in the interest of the University (Central University of South Bihar) without assigning any reasons, thereof. No Bidder shall have any cause of action or claim against Central University of South Bihar or its Officers, Employees, Advisers, Agents, Successors or Assignees for rejection of this EOI.
- 4.16 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.
- 4.17 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 Central University of South Bihar 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 the University, or any of its respective Officers, Employees, Advisers or Agents, whether negligent or otherwise.
- 4.18 The PMC will be engaged for the purpose of executing work as per scope of work and its concerned Authority / Engineers / Technical Officers will be directly and fully answerable to the CVC / Legal Issues / Banks etc. concerned. The PMC engaged, will be

technically, legally and financially responsible for the work entrusted by the Central University of South Bihar.

- 4.19 The discretion and decision of the Hon'ble Vice-Chancellor; Central University of South Bihar, Gaya in respect of the TOP (Technical and Office Protocol) shall be final and binding.

- 4.20 Bidders should furnish the following:

4.20.1 Organization Information:

Bidder(s) are required to submit the following information in respect of the conversed Organization (*Appendix-I: Form - 'A' to 'G'*).

- a. Name, Postal Address, Telephone, Fax Number, Email-ID and URL.
- b. Year of Establishment and Commencement of Practice.
- c. Copies of original documents defining the legal status, place of registration and principal places of Business.
- d. Name and Title of Directors and Officers to be concerned with the Project, with designation of individuals authorized to act for the Organization.
- e. Information on any litigation in which the Bidder was involved during the last five years including any current litigation.
- f. Authorization to Employers to seek Detailed References.
- g. Number of Technical Professionals, in the present Company, indicating their deployment in the Proposed Work as in Relevant Formats enclosed in *Appendix-I*.

5. EVALUATION OF THE BIDDERS:

- 5.1 Bidder(s) who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation. They would be required to give a presentation of their methodology and understanding of the project strategy etc. before the Expert Committee. The past performance and credentials of the firm will also be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.
- 5.2 Technical evaluation once completed, the list of the technically qualified Bidders for opening of their Financial Bids will be displayed on the University Website (www.cusb.ac.in). Financial Bids of only those Bidders who score a minimum of 80 marks (qualifying) out of 100 in the Technical Qualification Criteria will be opened. The final selection of the successful bidder would be considered as per CVC and Ministry guidelines on the basis of the **"Least Cost System (LCS)"** in line with Rule 193 of GFR-2017. The Technical Qualification Criteria are:

Sl No	Sub Head	Max. Score	Remarks (Relevant information are to be furnished in tabular form along with certified Supporting Documents)
1	<p>Firm's previous experience in last seven years of construction Project (Civil, & Electrical), Horticulture, Minor Addition/ Alteration/ Maintenance works (only as a PMC) as detailed in EOI</p> <p>a. No. of Years of Experience: 20%</p> <p>b. No of Completed Projects: 80%</p>	30	<p>a) Maximum score will be awarded to the Bidder having the highest number of years of experience in PMC work and other eligible Bidders will be awarded marks on pro-rata basis.</p> <p>b) 2 points will be awarded for each of the completed project with Total Cost upto Rs. 25 Crore (minimum being 5 crore)</p> <p>c) 4 points will be awarded for each of the completed projects with Total Cost of Rs. 25 Crore upto 50 Crore</p> <p>d) 8 points will be awarded for each of the completed projects with Total Cost of Rs. 50 Crore upto 100 Crore (Projects not older than seven years).</p>
2	Annual certified turnover during the last five years, as certified by statutory Auditor/ Chartered Accountant(as per Form-G of Appendix-I)	15	<p>Turn over Rs. 450 Crore = 50%</p> <p>Turn over Rs. 900 Crore or above=100%</p>
3	Qualification and competence of the personnel to be deputed in CUSB for CUSB Project. (Qualification and Experience, as per Appendix-III)	15	<p>Criteria Points: Qualification on 30% Experience: 70% Total 100%</p> <p>Team Leader- 3 Planning Engineer - 2 Contract Specialist cum Accounts officer - 2 Sr. Construction Manager (C) – 2 Sr. Construction Manager(E) - 2 Sr. Construction Manager(M) -2 Horticulture Experts -2</p>
4	Presentation before Expert Panel	40	Presentation before Expert/Selection Panel in support of Firm's credentials, understanding of the Project, methodology, satisfactory answers to the queries of Members of Expert/Selection Panel etc.
5	Total Technical Score (Ts)	100	

Note: Proper certificate is required in support of any Statement made by the Organization as above.

- 5.3 The Bidder who quotes the Lowest Price will be given a Score of 100. Other eligible Bidders will be allotted score relative to the Score of Bidder with Lowest Quote, which will be as below:

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

Where, F_s = the Financial Score of the Financial Proposal being evaluated, FL = The price of Lowest Priced Financial Proposal

F = The price of Financial Proposal under Consideration

- 5.4 The Score of Technical Proposals is only for qualifying and would not be given any weightage as per CVC / Ministry Guidelines issued vide letter No. 16-1/2018(Vig) dated 14.05.2019. However, Bidders have to score a minimum of 80 marks (qualifying) out of 100 in the Technical Qualification Criteria. The Financial Proposals would be given 100% weightage for final selection.
- 5.5 Even though a Bidder satisfies the above requirements, the Bidder would be liable to disqualification if he has:
- Made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
 - Any record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc., should be defined.
- 5.6 Empanelment of the PMCs shall be subject to verification of their credential and inspection of similar works carried out / in progress by them, through a Technical Committee of Experts of Central University of South Bihar.
- 5.7 Other agencies (L-2, L-3 and so on) who fulfill eligibility criteria, may also be considered for Empanelment if they agree to accept lowest PMC Charges. Agencies so empaneled may be considered for award of work at the discretion of the Competent Authority.
- 5.8 Central University of South Bihar reserves the right to award any or all of the works on the lowest service charges to any other eligible agency also.
- 5.9 The award of Work/Service Extension will be given based on the performance of the work executed.

6. LANGUAGE OF THE BID:

The Bid prepared by the Bidder and all correspondences/drawings and documents relating to the Bid exchanged by the Bidder and Central University of South Bihar shall be written in English Language, provided that any printed literature furnished by the Bidder may be written in another Language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the Bid, the ENGLISH translation shall govern. Metric Measurement System shall be applied.

7. TAXES AND DUTIES:

- 7.1 The PMC shall quote the Price in *Appendix-II* exclusive of all Taxes/GST and Duties. All applicable Taxes/GST will be borne by the University and shall be reimbursed to the PMC as actuals on production of Receipt / Challan.
- 7.2 Statutory variation in Taxes (CST, LST, GST, Withholding Tax, Service Tax etc.) and Duties, if any, within the Contractual Completion Period shall be borne by the Central University of South Bihar

8. PRICE REDUCTION SCHEDULE (PRS):

- 8.1 In case the PMC fails to complete the services within the stipulated period then unless such failure is due to '*force-majeure*' as defined elsewhere in the Document or due to *University's* (CUSB) default, there will be a reduction in Contract Price @ 0.50% for each Week of delay or part thereof subject to a maximum of 5 % of Contract Price.
- 8.2 Central University of South Bihar may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to the PMC from its obligations and liabilities under the Contract or by recovery against the Performance Bank Guarantee.
- 8.3 The above percentage of price reduction are genuine or estimate of the loss/damage which Central University of South Bihar would have suffered on account of delay/ breach on the part of PSU and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/delay. The decision of Central University of South Bihar in the matter of applicability of price reduction shall be final and binding.

9. STAFFING SCHEDULE:

- 9.1 The total Implementation Period for the PMC will consist of (i) Individual Construction Periods of Works Contract and (ii) Defects Liability Period during which the PMC will only require part time input over the first 12 months of completion of each Contract, as per the arrangement proposed.
- 9.2 During the first 12 months of Defects Liability Period, the PMC 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 Work(s).
- 9.3 After the award of the Contract to the PMC, the Central University of South Bihar expects all the deployed Key Personnel to be senior and competent personnel having relevant experience and of impeccable integrity and be available during the implementation of the Contract as per the agreed Staffing Schedule. The University will not consider substitutions of member(s) of the team deployed during Contract implementation except under exceptional circumstances with due permission of CUSB. In case of such replacements, the PMC will ensure that there is a reasonable overlap between the Staff to be replaced and the replacement wherever feasible/possible.
- 9.4 The Bidder shall submit a Tentative Staffing Schedule of the person it proposes to deploy during the Project Period assuming suitable completion Periods for the Structures mentioned in the Scope of Work (as per EOI). Detailed CVs of the Key Personnel (refer to *Appendix-I* and *III*) shall be submitted along with the EOI Application.

10. **ASSIGNMENTS:**

The PMC shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to only Third Party without the prior approval in writing of Central University of South Bihar which *CUSB* shall do, if agreeable at its discretion. However, in the event of that all Technical/Legal/Financial/Contractual Obligations shall be binding on the PMC only.

11. **LIABILITIES:**

Without Prejudice to any provisions expressed in the Agreement, the PMC shall be solely responsible for any delay, lack of performance, breach of Agreement and/or any default under this MoU. The PMC shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the Provisional Acceptance Certificate of the Contract. The amount of liability will be on the basis of actual loss/damage and it will be the maximum of Consultancy Fee charged by the PMC.

12. **CONTRACT AGREEMENT:**

The Contract Agreement will be made between the Central University of South Bihar and the empanelled PMCs. The Central University of South Bihar has all the rights reserved to make alterations in the conditions of payment of Consultancy Fee (if any) in the interest of the University.

13. **EXTENSION OF CONTRACT:**

In the interest of the University, in order to complete certain ongoing projects, the Central University of South Bihar reserves the right to extend the period of Contract to a maximum of two years (one + one).

14. **TERMINATION OF CONTRACT**

14.1 Termination for Default: Central University of South Bihar 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 the PMC fails to perform any obligation(s) under the CONTRACT and if the PMC does not cure its failure within a period of 30 days (or such longer period as Central University of South Bihar may authorize in the writing) after receipt of the default Notice from Central University of South Bihar.

14.2 Termination for Insolvency: Central University of South Bihar may at any time terminate the CONTRACT by giving Written Notice without compensation to the PMC, if the PMC 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 Central University of South Bihar.

14.3 Termination for Convenience: Central University of South Bihar may, terminate the Contract, in whole or part, at any time for its convenience. However, the payment shall be released only to the extent to which performance of work is executed as determined by Central University of South Bihar till the date upon which such termination becomes effective.

15. **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 Suit or Legal Proceedings against the University, the Jurisdiction shall be restricted to the Courts at Gaya/High Court, Patna.

16. ARBITRATION:

Any and all disputes arising from this Agreement or a breach thereof, shall be first informed and settled amicably through mutual discussion within 30 days from notice of dispute by either of the party.

In the event of failure to resolve the dispute(s) amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration.

Any dispute between the Parties arising out of or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act, 2015 to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 or as amended from time to time, and the parties shall consent to the same.

- (a) The arbitration proceedings shall be held at Gaya/Patna (India) and the language used in the proceedings shall be English.
- (b) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- (c) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (d) The parties shall use their best endeavours to procure the decision of the arbitrator within a period of six months or as early as possible after it has been demanded.
- (e) The courts in Gaya/Patna (India) shall have exclusive jurisdiction in relation to this contract including this clause.
- (f) All fees pertaining to arbitration proceedings shall be borne by the parties equally.
- (g) All other costs incurred by the parties shall be borne by the respective parties.

17. FORCE MAJEURE:

1. Notwithstanding the provisions of contract, the parties shall not be liable for forfeiture of its performance, security, penalties or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purpose of this clause, "Force Majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a "Force Majeure" situation exists or not, shall be decided by the Central University of South Bihar and its decision shall be final and binding on the PMC(s) and all other concerned.

3. In the event that the PMC is not able to perform its obligations under this agreement on account of Force Majeure, it will be relieved of its obligations during the Force Majeure period. In the event that such Force Majeure extends beyond 07 Days, Central University of South Bihar has the right to terminate the agreement.

4. If a Force Majeure situation arises, the PMC shall notify Central University of South Bihar in writing promptly, not later than 2 days from the date such a situation arises. After examining the cases, Central University of South Bihar shall decide and grant suitable additional time for the completion of the Work, if required.

18. BREACH AND REMEDIES:

The PMC agrees to indemnify the University against any and all losses, damages, claims, or expenses incurred or suffered by the University as a result of the PMC's negligence or breach of this Agreement.

The PMC understands and acknowledges that any negligence or breach of this Agreement may cause the University irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the University shall have the right to apply to a court of competent jurisdiction for an order restraining any such further breach and for such other relief as the University shall deem appropriate. Such right of the University shall be in addition to Remedies otherwise available to the University at law or in equity.

19. NOTICES:

All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) delivery in person or (ii) by registered mail, postage prepaid, or to the address of the party specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given

If delivered to Central University of South Bihar:

Attention: Mr.

Address:

Tel:

Fax:

Email:

If delivered to PSU:

Attention: Mr.

Address:

Tel:

Fax:

Email:

APPENDIX-I

LETTER OF TRANSMITTAL

From:

To,

The Registrar,
Central University of South Bihar
SH-7, Gaya- Panchanpur Road,
Village- Karhara, Post- Fatehpur
P.S- Tekari, District- Gaya (Bihar)
PIN- 824 236

Ref No.: dated.....

SUBJECT: EMPANELMENT OF PSUs / CENTRAL OR STATE GOVERNMENT AGENCIES FOR PROJECT MANAGEMENT CONSULTANT TO ACT AS 'ENGINEERING IN-CHARGE' ON BEHALF OF CUSB FOR EXECUTION OF CONSTRUCTION PROJECT(S) AND HORTICULTURE WORKS ON THE CENTRAL UNIVERSITY OF SOUTH BIHAR CAMPUS FOR A PERIOD OF THREE YEAR OR TILL COMPLETION OF THE PROJECT(S).

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 *Appendix-I* (Forms 'A' to 'G') accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
4. I/We also authorize to Central University of South Bihar or its representatives to approach Individuals, Employers and Firms to verify our competence and general reputation.
5. I/We submit the following Certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

Sl. No.	Name of work	Certified by/From

APPENDIX-I

FORM — 'A'

ORGANIZATIONAL STRUCTURE

1	Name & Address of the Bidder's Branch Office with Telephone No./Fax No./ Email ID (within 200 / more than 200 KM radius of Central University of South Bihar)	
2	a. Year of Establishment b. Date & Year of commencement of practice	
3	Legal status of the Bidder (attach copies of original document/s defining the Legal Status)	
4	Names of Directors & other Executives with Designation	
5	Designation of Individuals Authorized to act for the Organization.	
6	Total No. of Technical Staff:- i) Project Managers: (BE (Civil)+15 yrs experience above) ii) Sr. Civil Engineers Civil (BE+ 10 yrs experience) iii) Engineers Civil (BE+3 yrs or Diploma Engrs +7 yrs experience) iv) Quantity Surveyors (BE or Diploma Engrs with 5 yrs. Experience) v) Sr. Engineers Electrical (BE+ 10 yrs experience) vi) Engineers Electrical (BE+3 yrs or Diploma Engrs + 7 yrs experience) vii) Sr. Engineers Mechanical/HVAC (BE + 10 yrs experience) viii) Engineers Mechanical/HVAC (BE + 3 yrs or Diploma Engrs +7 yrs experience) ix) Safety & Labour Officer (Degree/Diploma with certificate on Safety with 5 yrs Experience) x) Horticulture Expert: Bachelor's degree/Diploma in Agriculture/ Horticulture with relevant experience in the horticulture and vast knowledge of plantation, seeds & fertilizer. xi) Others:	

7	Was the Bidder ever required to suspend the project for a period of more than six months continuously after having commenced the planning? If so, give the name of the Project and reasons of suspension of project in last five years.	
8	Has the Bidder or any partner in case of partnership firm, ever abandoned the awarded Project before its completion? If so, give name of the Project and reasons for abandonment in last five years.	
9	Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for competing in any Organization at any time? If so, give details in last five years.	
10	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a Court of Law? If so, give details in last five years.	
11	In which field of Consultancy the Bidder has specialization & interest?	
12	Any other information considered necessary but not included above.	
13	Address of the Local Office (at Gaya/Patna, Bihar)	

APPENDIX — I

FORM — 'B'

DETAILS OF TECHNICAL PERSONNEL

Sl.No.	Details of Technical Personnel	10 years & above 5 years and below Up to 5 years' Experience	More than 10 years	Total No. of Personnel as on (Strength) 30-6-2019	Remarks
1	Project Manager				
2	Structural Engineering				
3	Public Health Engineering				
4	Electrical				
5	Mechanical				
6	HVAC				
7	Firefighting/Engineering				
8	<i>Horticulture Experts</i>				
9	<i>Others</i>				
10	Administrative/Support Staff categories to be mentioned i) Safety & Labour Officer				
11	Office Equipment a. Computers b. Plotters c. Printers d. Scanners e. Photocopying machine f. Mention if any other				
12	Software available				

APPENDIX — I

FORM — 'C'
DETAILS OF TECHNICAL PERSONNEL
TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL
BY THE CENTRAL UNIVERSITY OF SOUTH BIHAR

Format of Curriculum Vitae (CV) of Key Technical Personnels (Senior Technical Personnel such as Project Manager, Senior Engineer, Safety, Labour Officer & Others). (This form is to be furnished by the PMC separately for each)

Name of Firm: -----

Professional: -----

Date of Birth: -----

Years with Firm: -----

Nationality: -----

Detailed Task Assigned: -----

Key Qualifications: -----

[Give an outline of Staff Member's Experience and Training relevant to responsibility in context of Assignment. Describe degree of responsibility held by the Staff Member on relevant previous Assignments and give Dates and Location. Use up to half a page.]

Education:

[Summarize College/ University and other Specialized Education of Staff Member, giving Names of Schools, Dates attended and Degree(s) obtained. Use up to a quarter page.]

Employment Record:

[Starting with present position, list in reverse order every Employment held. List all positions held by Staff Member since Graduation, giving Dates, Name(s) of Employing Organization(s), Title of Positions held and Location of Assignments. For experience in the last ten years, also give type of activities performed and Client references, where appropriate. Use up to three quarter of a page.] Working Knowledge of the Central Govt. Procedures Name of the Central Govt. Project executed indicating the Dept. and the Address, Telephone No., Email ID for reference, GRIHA-Certification, Name of the Project.

Languages:

[Indicate proficiency in speaking, reading and writing of English Language: excellent, good, fair, or poor.]

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these Bio-data correctly describe my Qualifications, my experience and myself.

APPENDIX — I

FORM –‘C-1’

**TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL
BY THE CENTRAL UNIVERSITY OF SOUTH BIHAR**

LIST OF DOCUMENTS MAINTAINED AT SITE

Sl. No	Name of Document	Details of document maintained
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A LABOUR

1)

2)

B MATERIAL

1)

2)

C) STAGE PASSING

1)

2)

D) OTHERS

1

2

Note; Format is indicative. Details of the Documents maintained at Site w.r.t CVC to be indicated.

APPENDIX — I**FORM — 'D'**

DETAILS OF PMC WORKS OF THE PSU/GOVERNMENT AGENCY ASSIGNMENT
COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH JUNE,
2019.

Sl. No.	Description	1	2	3	4	5	6	7
1.	Name of Work / Project and Location							
2.	Name & Address of Employer / Organization, Telephone No. of Officer to whom reference may be made.							
3.	Cost of Work in Rs. Lakh (Attach copy of Work Order)							
4.	Date of commencement as per Contract							
5.	Stipulated date of completion							
6.	Actual date of completion							
7.	Litigation / Arbitration pending / in progress with details*							
8.	Service rendered							
9.	Names of Project-In-Charge & Key Staff & Nos. of Staff involves.							
10.	Any other information							

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

APPENDIX — I

FORM — 'D-I'

LIST OF WORKS EXECUTED WITH GOVT. /CENTRAL GOVT./ PUBLIC SECTORS IN LAST FIVE YEARS:

Sl.No.	Description	1	2	3
1.	Name of Work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of Officer to whom reference may be made.			
3.	Cost of Work in Rs. Lakhs (Attach copy of Work Order)			
4.	Date of commencement as per Contract			
5.	Stipulated date of completion			
6.	Actual date of completion			
7.	Litigation / Arbitration pending / in progress with details			
8.	Service rendered			
9.	Names of Project-In-Charge & Key Staff & Nos. of Staff involves			
10.	Any other information			

APPENDIX — I

FORM — 'D-II'

LIST OF WORKS EXECUTED WITH GRIHA-CERTIFICATION IN LAST SEVEN YEARS.

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

APPENDIX — I

FORM — 'D-III'

LIST OF WORKS SUBJECTED FOR VIGILANCE COMMISSION IN LAST SEVEN YEARS.

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of Officer to whom reference may be made.			
3.	Names of Project-In-Charge & Key Staff & Nos. of Staff involves.			
4.	Any other information			

APPENDIX — I**FORM — 'E'****DETAILS OF ALL WORKS IN HAND ENDING LAST DAY OF THE MONTH JUNE, 2019**

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made.			
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)			
4.	Date of commencement as per Contract			
5.	Stipulated date of completion			
6.	Actual date of completion			
7.	Status of work in % as on June, 2019			
8.	Litigation / Arbitration pending / in progress with details *			
9.	Service rendered			
10.	Names of Project-In-charge & Key staff & nos. of staff involves.			
11.	Any other information			

* Indicate gross amount claimed and amount awarded by the Arbitrator.

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

APPENDIX — I

FORM — 'F'

PERFORMANCE REPORT OF WORKS IN LAST SEVEN YEARS

(To be issued by the Employer/ Client)

1	Name of Work/Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Bided Cost	
5	Date of start	
6	Date of Completion	
	i. Stipulated date of completion	
	ii. Actual date of completion	
7	Amount of compensation levied for delayed completion, if any	
8	Amount of reduced rate items, if any	
9	Performance Report	
	i. Quality of work	Excellent / Very Good / Good / Fair / Poor
	ii. Financial soundness	Excellent / Very Good / Good / Fair / Poor
	iii. Technical Proficiency	Excellent / Very Good / Good / Fair / Poor
	iv. Resourcefulness	Excellent / Very Good / Good / Fair / Poor
	v. General Approach & Behavior	Excellent / Very Good / Good / Fair / Poor

Dated:

Signature & Seal of

Executive Engineer or Equivalent

APPENDIX-I

FORM — 'G'

FINANCIAL INFORMATION

Financial Analysis — Details to be furnished duly supported by figures in Balance Sheet/ Profit and Loss Account for the last Five Years duly certified by the Chartered Accountant, five years considered for average Financial Turnover and Profitability.

Particulars	Financial Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
i. Gross Annual turnover (In Lakhs)					
ii. Profit / Loss					
iii. Certified by					

II. The following certificates are enclosed:

(a) Current Income Tax clearance Certificate / Profit & Loss account

(b) Solvency Certificate from Bankers of Bidder

Signature of Chartered Accountant with Seal

APPENDIX-II

Proforma for Financial Bid

[On PMC's letter head]

Ref. No.

Date:

From:

To:

The Registrar,
Central University of South Bihar
SH-7, Gaya- Panchanpur Road,
Village- Karhara, Post- Fatehpur
P.S- Tekari, District- Gaya (Bihar)
PIN- 824 236

Ref No.: Dated

SUBJECT: EMPANELMENT OF PMCs / CENTRAL OR STATE GOVERNMENT AGENCIES FOR PROJECT MANAGEMENT CONSULTANT TO ACT AS 'ENGINEER-IN-CHARGE' ON BEHALF OF CUSB FOR EXECUTION OF CONSTRUCTION PROJECTS AND HORTICULTURE, WORK(S) ON THE CENTRAL UNIVERSITY OF SOUTH BIHAR CAMPUS FOR A PERIOD OF THREE YEAR OR TILL COMPLETION OF THE PROJECT(S).

Sir,

In response to above referred subject and reference, we hereby quote our Consultancy Fee as under:

Description of Work	Consultancy Fee (As per Section 7 of this EOI) as percentage (%) charges of Project Cost (as per Rule-193 of GFR-2017)	
	In Figures	In Words
Project Management Consultant to act as 'Engineer-In-Charge' on behalf of CUSB for execution of Construction Project(s) and Horticulture work(s) in the Central University of South Bihar campus (as per EOI).		

APPENDIX-III

Credentials for Key Personnel of the PMC

[Form of Power of Attorney (On Rs.100 Stamp Paper)]

Know All Men by these presents that I,....., (Name and Designation of the person to whom Power of Attorney is given)as the true & lawful attorney (hereinafter referred to as the "Attorney") of the Company and in the name of the Company to exercise all or the powers for and on its behalf in connection with the EOI Notice No.: CUSB/Admin/EE/01/2019 dated 08.08.2019 which have been invited by the CENTRAL UNIVERSITY OF SOUTH BIHAR, GAYA and to undertake the following acts:-

- (i) To submit the proposal and participate in the EOI, published by CENTRAL UNIVERSITY OF SOUTH BIHAR on behalf of the company.
- (ii) To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and sign the Contract with any entity, agency or Central University of South Bihar (wherein after referred to as Owner) for which Tenders are floated.
- (iii) To negotiate with the Owner, the Terms and Conditions including price for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the Company.
- (iv) To receive, accept and execute the Contract for and on behalf of the Company.
- (v) Do any other act or submit any Document related to the above.
- (vi) Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
- (vii) To make estimation of the Work done from time to time (as applicable).
- (viii) To make Design and Drawing Measurement of the Work done from time to time (as applicable).
- (ix) To draw Bills in the name of the Company.
- (x) To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
- (xi) To make Correspondence with the said Authorities.
- (xii) To carry out all the activities which the PMC 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(s) and to carry on correspondence with the above, in respect of the Contract.

- (xiv) To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. as the Owner as may be required.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable, till submission of the Contract Performance Guarantee in terms of all the Contracts for which Tender is floated by Central University of South Bihar. I, and the Company, hereby agree and undertake to ratify and confirm whatsoever the said "Attorney/Authorized Representative" quotes in the Bid, negotiate and sign the Contract with the "Owner" and/or purports to act/s on behalf of the "Company" by virtue of this Power of Attorney and the same shall bind the Company as if done by itself.

IN WITNESS WHEREOF, I, _____ (name and designation of the Highest Authority of PMC), have signed these presents on this day of _____

Witnesses:

1. Signature :

Name :

Designation :

Occupation :

2. Signature :

Name :

Designation :

Occupation :

NOTE

In the event of any dispute with respect to this Agreement which results in a Lawsuit, Arbitration or other Dispute Resolution, the UNIVERSITY SHALL NOT BE RESPONSIBLE AND IN NO WAY BE LIABLE TO PAY FOR DISPUTE BETWEEN THE PMC AND THE CONTRACTORS AND FOR THE LEGAL COST ALSO (Attorney's fees or other costs and expenses etc.) FOR ALL THE ABOVE DISPUTES SHALL BE BORNE EXCLUSIVELY BY THE PMC OR ITS CONTRACTORS AS PER THE AGREEMENT BETWEEN THEM AND NOT BY THE UNIVERSITY.