

Central University of Haryana
Mahendergarh



**Request For Proposal (RFP) for Appointment
of
Project Management Consultant (PMC)**

for

**DEVELOPMENT OF THE INFRASTRUCTURAL
FACILITIES AND OTHER RELATED WORKS IN CAMPUS OF
CENTRAL UNIVERSITY OF HARYANA AT
MAHENDERGARH, HARYANA-123029**

R. Kumar
13/12/24

Executive Engineer
Central University of Haryana
Jant-Pali, Mahendergarh-123029
Phone: 01285-260125
Email: xen@cuh.ac.in

INDEX

Clause No.	Description	Page No.
-	Press Notice	5
-	Important Instructions	6-7
0.0	Definitions	8
0.1	Abbreviations	9
1.0	Introduction	10-11
2.0	Invitation of bids	12-15
3.0	Eligibility Criteria and other instructions	15-16
4.0	Selection Process	17-20
5.0	Terms & Conditions	20-27
6.0	Procedure, Guidelines & Specifications to be adopted for execution of work	28
7.0	Time Schedule	28
8.0	Responsibility for Delay	28
9.0	Security Deposit	29

Clause No.	Description	Page No.
10.0	Extension of Time	29
11.0	Compensation for Delay	29-30
12.0	Compensation for cost Overrun	3
13.0	Action in case of failure to get the defects rectified during the Defect Liability Period (DLP)	31
14.0	Responsibility of the PMC with regard to observations of CTE/CVC/CAG/HEFA/MoE/UGC	31-32
15.0	Right of CUH and/or its representative to supervise/inspect the work of PMC	32
16.0	Fees for the PMC Services	32-34
17.0	Release of funds to PMC for payment to Contractors for execution of various works	34-35
18.0	Right to limit the scope of services	35
19.0	Termination of contract	35
20.0	Staff to be deployed at site	36
21.0	Indemnity	36

Clause No.	Description	Page No.
22.0	Force Majeure	37
23.0	Dispute Resolution	37

Press Notice
CUH/RFP no. 34/2024

The Executive Engineer, Central University of Haryana, Village Jant-Pali Mahendergarh, Haryana-123029 invites online bids in two bid system (i.e. Technical Bid and Financial bid) from shortlisted Central Public Sector Undertakings (CPSUs) for providing "Project Management Consultancy Services for Planning, Designing and Development of The infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana- 123029. Request for Proposal (RFP) document will be available online from 03:00 PM on 13/12/2024 till 03:00 PM on 26/12/2024. A Pre-bid conference will be held at 11 AM on 19/12/2024 at Central University of Haryana, Village-Jant-Pali, Mahendergarh, Haryana-123029.

The Last date & time of submission of bids through E-tendering is 26/12/2024 up to 3:00 P.M.

The Bid forms and other details can be seen and downloaded from the website:
<https://eprocure.gov.in/eprocure/app> or cuh.ac.in or gem.gov.in


13/12/24

Executive Engineer
Central University of Haryana
Jant-Pali, Mahendergarh-123029
Phone: 01285-260125
Email: xen@cuh.ac.in

IMPORTANT INSTRUCTIONS

Name of work: Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Central University of Haryana invites RFP in online mode from shortlisted Central Public Sector Undertakings (CPSUs) Empaneled vide NIT/EOI no. 33/2024 for **Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University at Mahendragarh, Haryana-123029.**

The PMC Agency shall be selected /Appointed based on Quality-cum-cost based selections system (QCBS) as per GFR 2017 and as defined in this document:

1)	Estimated Cost (Indicative of the complete Project)	:	Rs. 196.98 Crores
2)	Duration of PMC to be selected	:	24 months for planning, designing & development/execution + 36 months of defect liability period
3)	Cost of Tender Documents. (In Form of DD/ NEFT/RTGS)*	:	Rs. 15,000/- (Non-Refundable)
4)	Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in favour of Registrar, Central University of Haryana payable at Mahendergarh)*	:	Rs 10 Lakhs (Ten Lacs only)
5	Date of Pre-bid Meeting	:	At 11:00 AM on 19/12/2024 in the Conference room , Central University, Jant-Pali, Mahendergarh, Haryana

6	Last Date & Time of submission of bids online		26/12/2024 by 3 PM
7	Date of opening of Technical Bid	:	Shall be intimated.
8	Date of Presentation	:	Date of Presentation will be intimated later.
9	Date of opening of Financial Bid	:	Date of Presentation will be intimated later.
10	Validity of Bid	:	90 calendar days from the date of opening of Technical bid
11	Bid documents	:	Bid documents can be seen on the website: " https://eprocure.gov.in/eprocure/app or www.cuh.ac.in or www.gem.gov.in and will be submitted on " https://eprocure.gov.in/eprocure/app "

* Name of the Bank & Branch: Punjab National Bank.

Account No.: 7824000100000392

Name of the account holder: Central University of Haryana

IFSC Code: PUNB0782400

0.0 Definitions

- 0.01 **'CUH, Mahendergarh'** means Central University of Haryana at Mahendergarh Haryana.
- 0.02 **'PMC'** means the applicant bidding for providing Project management Consultancy Services. PMC responsibilities includes pre-planning, detailed planning, execution, supervision and monitoring, timely completion, post completion review & rectification and all other responsibilities related to completing the project as agreed under contract with CUH.
- 0.03 Request for Proposal **'RFP'** means this document specifying the requirements, terms & conditions, scope and other related particulars of selection and appointment of PMC.
- 0.04 **'Bid'** means the application for providing Project Management Services by PMC.
- 0.05 **'Bidder'** means applicant for PMC Services.
- 0.06 **'Technical Proposal'** means the technical part of the bid that includes data and document required for evaluating the technical capability of the bidder.
- 0.07 **'Financial Proposal'** means financial part of the bid that specify the fee Bidder is willing to charge from CUH for providing PMC Services.
- 0.08 **'Fee'** means charges to be paid to PMC for the services rendered by it.
- 0.09 Defect Liability Period **'DLP'** means the warranty period beyond the project completion.
- 0.10 **'O&M Services'** means the operation and maintenance of assets created under the project.
- 0.11 **'Estimated Project Cost'** means the project cost published in the RFP document.
- 0.12 **'VC'** means Vice-Chancellor, Central University of Haryana.
- 0.13 **'Tendered Cost'** means the cost of the project quoted by the L-1 Contractors selected on the basis of competitive evaluation process.

0.1 Abbreviations

- 0.1.1 **BOQ**- Bill of Quantities.
- 0.1.2 **CAG**- Comptroller & Auditor General
- 0.1.3 **CPWD**- Central Public Works Department.
- 0.1.4 **EMD**- Earnest Money Deposit.
- 0.1.5 **HVAC**- Heating, Ventilation & Air-Conditioning
- 0.1.6 **HEFA**- Higher Education Financing Agency
- 0.1.7 **MoE**- Ministry of Education.
- 0.1.8 **CTE**- Chief Technical Examine
- 0.1.9 **PG**- Performance Guarantee.
- 0.1.10 **IIT**- Indian Institute of Technology
- 0.1.11 **NIT**- National Institute of Technology
- 0.1.12 **PMC**- Project Management Consultant
- 0.1.13 **DSR**- Delhi Schedule of Rates
- 0.1.14 **CUH**- Central University of Haryana
- 0.1.15 **STP**- Sewage Treatment Plant
- 0.1.16 **EPC**- Engineering Procurement Contract
- 0.1.17 **DLP**- Defect Liability Period.
- 0.1.18 **UGC**- University Grants Commission.
- 0.1.19 **EoT**- Extension of Time
- 0.1.20 **CVC**- Central Vigilance Commission.
- 0.1.21 **LoA**- Letter of Award.

1.0 Introduction

1.1 Central University of Haryana (CUH) is out of the 15 Central Universities established by Ministry of Human Resources, Govt. of India in XI Five Year Plan (2007-2012) under Central University Act-2009 of Parliament. The University has been accredited with 'A' Grade in the first cycle of NAAC assessment and accreditation conducted in 2023. The University is fully funded by the University Grants Commission (UGC). The CUH Campus at Village-Jant-Pali, is under development on 484 Acre of land.

1.2 Present Campus of CUH at Mahendergarh:

The present campus of CUH consists of following buildings and infrastructure in fully functional:

- i. Administrative Building.
- ii. Hostels (Boys' & Girls').
- iii. Guest House.
- iv. Academic Blocks.
- v. Health Centre.
- vi. Residential Quarters.
- vii. Shops.
- viii. Banks and ATMs.

The total built-up area of above buildings is 1,28,883 Sqm.

1.3 Details of projects/buildings to be taken up by PMC:

Sr. No.	Project	Area (Sqm.)	Estimated cost (Rs. in Crores)	Time period for completion (in months)
1	Construction of School of Engineering & Technology Block at CUH	14000	77.06	24
2	Construction of 16 Nos. of Lecture Halls, behind the existing Academic Block-1 at CUH	1636	6.64	12
3	Construction of Central Instrumentation Centre at CUH	2600	14.59	18
4	Construction of 02 Nos. Girls' Hostel Blocks for 630 Nos. students at CUH	15660	58.96	24
5	Construction of Multi-purpose hall at Central University of Haryana	4000	16.56	18
6	Construction of University Computer Centre Building	2800	23.17	18
	Total	40696	196.98	

Note:

- The above time period is the total time available for planning, designing, engaging contractual agency & execution of work for each building.
- The abovesaid estimated cost includes contingency charges, Third Party Quality Assurance Charges and Consultancy Charges. As such the total amount available for execution of works will be 'Net Estimated Cost' after deducting contingency charges, Quality Assurance charges and consultancy charges.

1.4 The funding of the project will be through Higher Education Financing Agency (HEFA).

1.5 The site location plan, site plan of existing buildings and the approved Master Plan of the CUH is enclosed as **Annexure-'1'**.

2.0 Invitation of bids

2.1 CUH invites on-line proposals for Selection of a Project Management Consultant (PMC) for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029'. The brief scope of services shall be including, but not limited to the following:

2.1.1 Competitive Selection of Architectural agencies for preparation of Comprehensive Architectural Design & Drawings of various buildings taken in the RFP and modification of Master Plan if required,

2.1.2 Obtaining required regulatory/Statutory approvals.

2.1.3 Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Expenditure Sanction.

2.1.4 Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations,

2.1.5 Construction supervision

2.1.6 Project Management Services

2.1.7 Undertaking to provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).

- 2.1.8 Payment to be made by CUH for O&M Services to be rendered by PMC shall be decided at an appropriate stage and shall not be included in the 'Fee' to be quoted in the 'Financial Proposal'.
- 2.1.9 Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.
- 2.2 The selection of PMC will be through on-line bid process as per this RFP circulated only to the agencies already shortlisted based on applications received in response to EoI published earlier.
- 2.3 The RFP document is also available on the website www.eprocure.gov.in, www.cuh.ac.in and www.gem.gov.in
- 2.4 The bid submitted by a bidder should be complete in all respects. Incomplete bids or conditional bids are liable for rejection.
- 2.5 All Corrigendum's/Addendums or reply to clarifications sought, if any, will be posted on website only. The bidders are advised to visit the website regularly.
- 2.6 The bid as well as any other communications related to PMC services shall be in English language only.

- 2.7 The bid should remain valid for a period of **90** calendar days from the date of opening of technical bid. In exceptional circumstances prior to original bid validity date & time, the Executive Engineer may request the bidders to extend the period of validity for a specified additional period.
A bidder may refuse the request without forfeiting his/her EMD. However, a bidder agreeing to the request will not be required or permitted to modify his/her bid.
- 2.8 Bids must be submitted on-line through the website <https://eprocure.gov.in/eprocure/app> on or before the date & time specified for submission of bids (as per server clock). CUH doesn't take any responsibility for delay caused due to non-availability of internet connection or network traffic jam etc. for on-line bids.
- 2.9 The bidder are also required to upload 'Letter of Transmittal' as per Appendix-'5' (duly signed by authorized person & duly stamped) along with its bid.
- 2.10 CUH reserves the right to reject any or all the bids without assigning any reason.
- 2.11 CUH reserves the right to verify the particulars/documents furnished by the bidders independently. If any information furnished by the bidder is found to be incorrect at a later stage, the bidder/PMC shall be liable to be debarred for future tendering in CUH.

- 2.12 In case the date of opening of bids is declared or happens to be a holiday, the bids will be opened on the next working day at the same stipulated time.
- 2.13 The bidders at their own responsibility, expenses and risk, are advised to visit and examine the project site and surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the bid and entering into the contract. No extra charges consequent on any mis-understanding or otherwise shall be allowed.
- 2.14 All disputes concerning in any way with this work are subject to Mahendergarh jurisdiction only.

3.0 Eligibility Criteria & other Instructions:

3.1 Primary Eligibility Criteria

To be eligible for being considered to be PMC, a bidder should fulfil the following conditions of eligibility:

- (A) The bidder shall, during the last five (5) financial years immediately preceding the RFP due date, have (i) received payment for providing PMC Services for '**Similar Projects**' amounting to minimum of Rs. 5.00 Crore per annum.
- (B) Should have proven record of successful and timely completion of projects. This shall be supported with documentary evidence.

(C) Should not have been debarred/blacklisted by any Semi Govt./Govt/Board/Corporation.

(D) No contract for PMC Services awarded to bidder should have been terminated because of breach of contract by the bidder.

(E) Should have O&M experience of 'Similar Project' either through itself or through its Associates a minimum experience of at least 5 years.

The following categories of projects would qualify as '**Similar Projects**':-

a) Campuses of University/Colleges, Higher Education Institutions, R&D Institutions and other such institutional campuses having at least one facilities under the following categories:

Institutional Buildings/Educational building:

- i. Academic/Training/Resource complex.
- ii. Infrastructure related works.
- iii. Laboratories.
- iv. Library building.
- v. Auditorium.
- vi. Administrative Block/other complex.
- vii. Residential complex/colony.
- viii. Students Hostels.
- ix. Guest House Complex/Community Centre.

4.0 Selection Process

4.1 Each bidder will upload the documents regarding proof of payment of tender fees and EMD, technical proposal and financial proposal on the website on the prescribed performas.

4.2 Proposals of only those bidders who have deposited tender fees and EMD would be taken up for evaluation of Primary Eligibility Criteria.

4.3 Evaluation of Technical Proposals:

4.3.1 In this first stage, the technical proposal will be evaluated on the basis of marking criteria given in **Appendix-‘1’** of RFP. The bidders shall provide necessary data and proof documents, as required in **Appendix-‘1’** in their proposal.

4.3.2 The bidder shall be required make a presentation before an expert committee constituted by CUH. The presentation will be for approx. 45 minutes and will consist of following:

- i) Past projects for which PMC Services have been provided with focus on special features and quality aspects (alongwith some photos or videos) and special management techniques that might have been used to execute the project speedily and within initial estimated cost,
- ii) The Project Management approach and methodology the bidder want to use for this project.

- iii) The Project Management team, the bidder wants to deploy for PMC services and their minimum qualifications, experiences and responsibilities.
- iv) The proposal of the bidder regarding arranging of Architectural services, Proof checking of structural designs, designing of specialized services such HVAC, Lifts, landscaping etc.

4.3.3 The CUH or any expert evaluation committee appointed by CUH may choose, before deciding the bid, to inspect the project sites of the bidder that have been mentioned by the bidder in his/her technical proposal offer due notice to the bidder at their own cost. In such a case, the bidder shall have to corroborate the statement made in his/her proposal.

4.3.4 Each bidder shall be ranked on the basis of his/her **Technical Score (T_s)**.

4.4 Evaluation of Financial Proposals:

4.4.1 Each financial proposal will be assigned a **Financial Score (F_s)**.

4.4.2 The CUH will determine whether the financial proposal is complete, qualified and unconditional and will consider only those proposals which are found satisfactory on all afore-mentioned counts.

4.4.3 The financial proposal quoting the lowest lump sum fee (F_m) will be given a financial score (F_s) of 100 points. The financial score of other proposals will be computed as follows:

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

(F= Lump sum fee quoted by the other bidders for which the F_s to be computed)

4.5 Combined and final evaluation

4.5.1 Proposal will finally be ranked according to their combined Technical Score (T_s) and Financial Score (F_s) as follows:

$$S = T_s \times T_w + F_s \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

4.5.2 The selected applicant shall be the first ranked applicant (having the highest combined score).

4.5.3 If at any later stage the first ranked bidder is disqualified or withdraws, the second ranked bidder may be considered for further process. The EMD of the first ranked bidder shall be forfeited in the condition he/she withdraws.

4.5.4 After final selection, a Letter of Award (LOA) shall be issued by CUH. The bidder shall, within the date specified in the LOA, enter into an agreement with CUH.

4.5.5 Before signing the agreement, an unconditional performance guarantee, in the form of Bank Guarantee (BG) from scheduled/commercial bank of 5% of the consultancy fee will be required to be remitted by the PMC to CUH. The performance guarantee shall remain valid for a period of 60 days beyond the

date of completion of all the contractual obligations of PMC including warranty obligations.

4.5.6 The EMD shall be refunded to the successful bidder/PMC on receipt of the performance guarantee.

5.0 Terms and conditions

5.1 PMC shall have site office at CUH, Mahendergarh, with adequate and appropriate manpower as required from time to time, right through the entire PMC Services- from site survey to completion of the Project and O&M Services if entrusted to PMC, during that period as well. CUH may provide water and electricity for site office, but will charge cost for the same.

5.2 Scope of Services of PMC

The broad scope of services of PMC includes, but not limited to

- (i) competitive selection of Architectural agencies for 'Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.
- (ii) Obtaining required regulatory/statutory approvals,
- (iii) Preparations of detailed estimates on the basis of approved Architectural Drawings for submission to CUH for according Administrative Approval and Financial Sanction,
- (iv) Competitive Selection of construction agencies on EPC mode as per applicable rules & regulations.
- (v) Construction supervision
- (vi) Project Management Services

- (vii) Undertaking to provide O&M Services on a selective basis, if CUH requires it to do so, for a period of 5 years beyond the Defect Liability Period (DLP).
- (viii) Identifying defects, if any and ensuring timely rectification of defects from the concerned contractors during the Defect Liability Period (DLP). Also ensuring the timely rectification of all the defects identified by CUH during Defect Liability Period.

The detailed scope of Services at various stages will be as under:

5.3 Pre-Construction Stage:

- i) Conduct site survey and prepare contour plans, ascertaining requirements including Geotechnical investigation of the site and prepare concept designs for the buildings to be constructed and get the same approved from CUH.
- ii) Preparing detailed list of necessary regulations/statutory approvals required and preparing the necessary documents & reports and timely submission of same to the competent authorities for approvals.
- iii) To assess whether the buildings proposed to be constructed falls within the Master plan or some modification of Master Plan is required. If the modification of Master Plan is required, then accordingly, arranging approval of the revised Master Plan.

5.4 Preliminary Designs: Site Planning, Architectural Designs & other Engineering Services required under Project:

- i) PMC shall provide preliminary architectural design & preliminary structural design for all the building proposed in RFP.
- ii) Preliminary Design of exterior envelope including walls, openings, glazing, parapets, ramps, lifts etc.

- iii) Preliminary design of Interior Systems including finishing of floors, walls, washrooms, stairs & lifts etc.
- iv) Preliminary design of Services such as water supply, sewerage, storm-water drainage system, rain water harvesting etc.
- v) Planning for building automation, transportation systems including roads, footpaths & traffic control devices, parking facilities etc.
- vi) Conducting preliminary design for mechanical, electrical, electronic and HVAC and communication system design.
- vii) The various provisions taken in the Preliminary Estimates prepared by CUH at the time of sanction of the project for funding under HEFA will be duly considered by the PMC while preparing the aforesaid architectural & structural designs, interior systems, roads, parking, lifts and other required services.
- viii) Obtaining required approvals from all statutory bodies, e.g., Local Bodies, Fire Department, Environment Authority, Ground water board, electricity board, airport authority, Pollution Control Board, Forest Department, P.W.D (B&R) etc.. Though the PMC will be responsible for obtaining all the necessary approvals, CUH will issue necessary officials requests/letters wherever required. All the plans shall have to be approved/accepted by CUH before submission for Statutory approvals. Necessary fees to be paid for obtaining approvals shall be reimbursed by the CUH on submission of original receipt and bills etc. by the PMC.

5.5 Selection/Appointment of Architect:

- i. The PMC shall appoint a competent Architectural Consultant through an open competitive process to develop a complete design/plan for all the proposed buildings including all the services to make CUH a world class state of the art University.

- ii. The scope of services and eligibility criteria for selection of the Architectural Consultant shall be decided in consultation with CUH and after obtaining 'No Objection' from the CUH. For expediting the completion of the Project, CUH will prefer simultaneous execution of all the buildings.
- iii. Selection of the Architectural Consultant will be done through a competitive process consistent with the relevant norms and guidelines applicable in such selection. The preparation of bid documents, publishing notice, managing bid process, evaluation bids etc. shall be responsibility of the PMC. The CUH or its officer will be part of the evaluating process and 'No Objection' from CUH shall be taken before finally selecting the Architectural Consultant.
- iv. The PMC shall help the Architectural Consultant in developing the designs with inputs and guidelines from CUH and arrange modifications, if required, till the CUH is fully satisfied.
- v. The PMC will also arrange meetings between Architectural Consultant and CUH from time to time. CUH may at its discretion designate PMC as Member Secretary of the meetings. The minutes of such meetings will be subject to the approval of CUH.
- vi. Once the final design has been prepared by the Architectural Consultant and 'No Objection' accorded by the CUH, it will be the responsibility of the PMC to obtain the drawings and submit the same for mandatory sanctions and statutory approvals.

5.6 Engagement of specialists/consultants for other services:

- i. Once the detailed structural calculations & drawings are ready, the proof checking of the same shall be got done from a technical institute of national repute such as IIT/NIT or equivalent. The fee for proof checking shall be borne by PMC.

- ii. The PMC in co-ordination with the Architectural consultant will engage the services of well-qualified specialists or consultants for design of following systems/services, in case in-house competence is not available with PMC:
 - a. Electrical (internal & external) services.
 - b. Mechanical works such as ventilation systems, HVAC.
 - c. Fire detection/protection system.
 - d. Building Automation services.
 - e. Security systems, Plumbing Services, Waste Management services.
 - f. Audio/Video systems, furniture design & planning etc.

The fee of the specialist or consultants for all the above services shall be borne by PMC.

5.7 Contingencies of the work:

- 5.7.1 The contingencies of the work shall be used by the CUH only for making payment of necessary fees to statutory authorities for required approvals and other miscellaneous payments.

5.8 Appointment of Contractors:

- i. The PMC in consultation with Architectural Consultant decide regarding optimal number of tender packages required to be prepared for successful completion of the project without any cost/time overruns and will obtain 'No Objection' from CUH in this regard. The eligibility conditions for the tenders, especially for the building works, should be such as to attract reputed contractors besides ensuring fair competition. The CPWD Manual, CUH guidelines, MoE guidelines and HEFA conditions will be followed to engage contractors on EPC mode.

- ii. The PMC shall be responsible to prepare detailed bill of quantities, specifications and cost estimates and/or other such details/particulars as may be necessary to invite tenders beside complete tender documents with general and special conditions of contract specific to the work.
- iii. The detailed estimates based on latest CPWD DSR for the scheduled items and non-scheduled items based on market rates supported with analysis of rates as per CPWD norms will be prepared by the PMC. The PMC will preferably prepare the detailed estimate on the basis of Scheduled items as per latest CPWD DSR and will submit to CUH for according Administrative and Financial Sanction before floating tenders. The PMC will be fully responsible for the necessity and sufficiency of the estimated quantities and cost, estimated time for completion of work, the detailed nomenclature of items alongwith the specifications, General & Special Conditions of contract and overall correctness of the tender document before floating the tenders.
- iv. PMC will be responsible for bid process management i.e. invitation of tenders, processing and evaluation of bids, preparation of comparative statements, justification of rates quoted by the bidders. However, before awarding any work the 'No Objection' of CUH shall be obtained.
- v. To expedite the completion of the project, the PMC may propose to invite separate tenders for different buildings of Project. However, prior 'No Objection' of the CUH is must for inviting separate tenders for different buildings.

5.9 During the execution of works:

- i. Vetting of all working drawings and details of proper execution of works during construction.
- ii. Check and approve shop drawings submitted by the contractors/vendors.
- iii. Clarify and offer interpretation of all drawings/specifications.

- iv. Keep a strict watch and control upon substituted/extra items. The final consequences of such deviations, if any, shall be the sole responsibility of the PMC & the PMC shall compensate CUH for such consequences.
- v. No extra item/substitute items/deviations shall be done by the PMC during the execution of the work which may cause cost over run without 'No Objection' from CUH.
- vi) Ensure that the time and cost overrun do not occur. Take required course correction wherever required and impose penalties for any deviation, failures or delays.
- vii) Issue certificate of final completion of work after 'No Objection' from CUH.

5.10 After completion of works:

- i) Prepare and submit completion reports and drawings of the works as required and obtaining "NOC/Completion/Occupancy Certificate" from the statutory/competent authorities where required.
- ii) Obtain from the Consulting Architect the as-built drawings including all services minimum 2 sets besides digitized copies and supply the same to CUH for record.
- iii) Supply 2 sets besides digitized copies of structural design & drawings including calculations of all buildings to CUH for record.
- iv) Provide all the drawings in proper electronic format for use in future for any modifications or interior design. In addition, wherever possible, provide drawings in PDF format. All drawings and documents in electronic format will be provided on a CD/DVD/Pen drive.
- v) Prepare maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/facilities.

- vi) Prepare Standard Measurements Books (SMBs) for annual maintenance and repair of buildings.

5.11 During Defect Liability Period (DLP):

- i) Inspect the completed works at regular interval and identify defects, if any, and ensure timely rectification of defects from the concerned contractors.
- ii) Ensure timely rectification of all the defects identified by CUH.

5.12 Quality Control of Works:

- i) The PMC shall check the quality of materials and workmanship with the specifications laid down in the contracts of different works.
- ii) Ensure compliance to design and specifications during execution of works.
- iii) Ensure proper documentation of all quality control tests and procedures implemented.
- iv) Ensure the rectification of all the defects pointed out by CUH.
- v) Ensure timely conduct of all critical tests and conduct inspection (both on site and off site) to ensure quality of works as per laid down requirements/CPWD specifications/CPWD Quality Control Manual/BIS standards.
- vi) Ensure that the testing of materials is got done from the approved labs only.

6.0 Procedure, Guidelines and Specifications to be adopted for execution of works:

The PMC will follow the procedures and guidelines as specified in the latest CPWD Manual of Works (amended up to date) and CPWD Specifications & relevant BIS Codes (in case there are no CPWD specifications for an item) for execution of all works. For road work MORS&T Specification will be followed. In addition the Manual of CUH and conditions imposed by HEFA/MoE/UGC shall be followed if these are different from CPWD Manual or Specifications.

7.0 Time Schedule:

The total time period from the date of start of PMC services till the completion of the full project shall be 24 months for planning, designing & development/execution and 36 months of defect liability period. The date of start of PMC services will be date of issue of letter of award by CUH to the PMC. The timelines for different stages of the consultancy shall be as per **Appendix-‘2’**

8.0 Responsibility for Delay:

Any delay on schedule in achieving completion of different stages as specified in **Appendix-‘2’** and completion of different buildings and full completion of the project other than the delay purely attributable to CUH will be attributed to PMC irrespective of the source of delay. In case of such delay, compensation, as specified in **Clause- 11** will be levied by CUH.

9.0 Security Deposit (SD):

In addition to the Performance Bank Guarantee required to be submitted at the time of signing of the Agreement as mentioned in Clause 4.5.5, an amount equivalent to 5% of the total amount payable to PMC shall be deducted proportionately from each bill towards Security Deposit for fulfilling the terms of conduct faithfully and honestly. The 50% of the Security Deposit will be refunded after issue of Completion Certificate. The remaining 50% will be refunded after the Defect Liability Period (DLP) is over and all the defects are got rectified to the satisfaction of CUH. The BG will be retained till the completion of the DLP. No interest shall be paid on EMD, BG and SD.

10.0 Extension of Time (EoT):

EoT may be granted by CUH if reasonable and sufficient grounds as per assessment of the CUH exists for the delay by PMC in fulfilling their obligations. No financial claims of the PMC shall be entertained by CUH attributable to such extension except the EoT if agreed. The EoT, if granted, will also be without prejudice to the right of the CUH to levy compensation on the PMC for the delay.

11.0 Compensation for Delay:

The time allowed for completing the project as specified shall be strictly observed by the PMC and shall be the essence of the contract. The work shall throughout the stipulated period of the contract be processed with due diligence and in event of failure of PMC to get the work completed within agreed time schedule, the PMC shall pay a compensation of 0.25% per week subject to maximum of 10% of the

total fee payable to the PMC. The decision of the Vice-Chancellor, CUH or any other authority authorized by the Vice-Chancellor, CUH to levy compensation for delay and the amount of compensation levied shall be final and binding and shall be completely excluded from preview of conciliation or judicial review. The amount of compensation may be adjusted against any sum payable to the PMC under this contract.

12.0 Compensation for Cost Overrun:

Any cost overrun over the approved project cost other than the cost overrun accepted by CUH as due to genuine reasons as per its assessment will be attributed to the PMC irrespective of the source of the overrun. In case of such cost overrun, a compensation @0.5% of the fee payable to the PMC for every 1% cost overrun on the approved project cost (after accounting for the exceptions, if any), subject to maximum of 10% of the total fee, will be levied. Further, in cases of cost overrun, the amount of cost overrun, no matter whether it is exempted or excess, will not be included in the approved project cost while calculating the fee payable to the PMC. The decision about the % age of such compensation to be levied (subject to the maximum specified) shall be the sole discretion of the VC, CUH or any other authority authorized by VC, CUH and shall be final and binding and completely excluded from preview of conciliation or judicial review.

13.0 Action in case of failure to get the defects rectified during the Defect Liability Period (DLP):

13.1 The PMC shall be solely responsible for getting the defects rectified from the concerned contractors during the Defect Liability Period.

13.2 In the event of failure of the PMC to get the defects rectified in time, the CUH will be entitled to take any/all the following actions:

- i) To forfeit the remaining 50% of the Security Deposit of the PMC which was to be refunded after DLP is over.
- ii) To get the Performance Bank Guarantee (PBG) encashed and forfeit the amount.
- iii) To get the defects removed at the risk & cost of PMC and recover the expenditure from available Security Deposit/PBG or any sum payable to PMC under the Contract.
- iv) To debar the PMC for future consultancy work in CUH.
- v) The decision of the Vice-Chancellor, CUH or any other authority authorized by VC, CUH for any or all the aforesaid actions against PMC shall be final and binding and shall be completely excluded from preview of conciliation or judicial review.

14.0 Responsibility of the PMC with regard to observations of CTE/CVC/CAG/HEFA/MoE/UGC:

PMC will be responsible for observations of CTE/CVC/CAG/HEFA/MoE/UGC, if any, and will prepare the reply of all the observations within the stipulated time and will submit to CUH. PMC will be

solely responsible for getting all the observations of the aforesaid statutory authorities settled on behalf of CUH.

15.0 Right of CUH and/or its representative to supervise/inspect the work of PMC:

The CUH and/or its authorized representative shall have the right to supervise/inspect the work of PMC and/or its sub-consultants at any time. CUH will also be at liberty to examine/check the estimates/designs and demand any changes as per CUH's assessment. However, the supervision/inspection by the CUH's own Engineering Staff shall not absolve the PMC or its representatives from full accountability for services entrusted to PMC as specified in the RFP or any other subsequent document including the Agreement for PMC services till the completion of defect liability period and also till settlement of legal disputes, if any and closure of all queries of CTE/CVC/CAG/HEFA/MoE/UGC/PAC.

16.0 Fees for the PMC Services:

16.1 PMC shall quote Lump sum amount (not in fraction) towards fee for PMC services to complete the six number of the projects as per Clause-1.3. The PMC shall submit the quoted L.S fees in the Performa attached as **Appendix-‘4’**.

16.2 The Lump sum amount of fee quoted by the PMC towards its services in its 'Financial Bid' shall be re-adjusted based upon the 'Approved Project Cost' i.e. the amount for which Administrative & Financial Sanction has been accorded by CUH. The re-adjustment shall be done as under:

$$\text{Readjusted Lumpsum Fee} = \text{Quoted Lumpsum Fee} \times \frac{\text{Approved Project Cost}}{\text{Estimated Project Cost}}$$

(The Estimated Project Cost means the project cost published in the RFP document)

16.3 The above calculated re-adjusted Lumpsum fee shall be ceiling amount payable to PMC for its services even if the actual project cost increases at the time of completion due to various reasons except the additional works ordered and approved by the CUH.

16.4 In case the actual project cost decreases after completion of the Project due to competitive rates quoted by the contractors or due to decreases in scope of work, then the fee for PMC Services shall be reduced in proportion to the actual project cost.

16.5 The GST or any other statutory tax payable on PMC services shall reimbursed as per actual.

16.6 The fees shall include cost of all the operations, personnel, office expenses, insurances, incidentals, overheads, travel expenses, hotel expenses, architectural consultants/sub-consultant's fee/charges, T&P, Stationery etc. involved for completion of project.

16.7 The fee shall also be deemed to include the cost of necessary subordinate staff deployed for the project and any other expenditure which the PMC may incur in the course of carrying out PMC services. The PMC shall not be entitled to any additional/extra payment over and above the fees herein stipulated, on the ground that the project completion has been delayed, except delays attributable to the CUH.

16.8 All necessary deductions as per laws of local bodies/Govt. of Haryana/Central Govt. shall be effected from the bills payable to the PMC.

16.9 The fees proportionately payable to PMC shall be payable in stages as given below:

Sr. No.	Stage	% of the total fees payable
1	On signing of Agreement (against a Bank Guarantee as mobilization advance)*	3% of the quoted LS fee
2	On completion of services related to Pre-construction stage	3% of the quoted LS fee
3	On completion of Preliminary Design services	3% of the quoted LS fee
4	On Selection/Appointment of Architect and engagement of specialist/consultants for other services	3% of the quoted LS fee
5	On appointment of Contractors	3% of the fee based on total tendered cost with adjustment of excess amount, if any, already paid up to stage 4 above.
6	During execution based on 10 milestones, pro rata basis on tendered cost	60% of fees based on tendered cost
7	Upon completion of project	15% of fees based on actual cost of completion with adjustment for excess amount, if any, up to stage 6
8	After completion of defect liability period	10% of fees based on actual cost of completion

*The bank guarantee in the scheduled/commercial bank for mobilization advance will be returned after the appointment of Contractors.

17.0 Release of funds to PMC for payment to Contractors for execution of various works:

Initially an amount equal to 5% of the 'Approved Project Cost' will be deposited to PMC on appointment of L-1 Contractors for the smooth execution of the works. The PMC will pay the bills of the contractors from the aforesaid 5% deposited amount and thereafter will raise the demand of funds to CUH in advance on the

basis of the actual expenditure incurred. The reimbursement on the basis of actual expenditure will be made to PMC by CUH on submission of Utilization Certificates by the PMC in the desired format by the CUH/HEFA.

18.0 Right to limit the scope of the services:

18.1 CUH reserves the right to restrict the scope of services of the PMC to the full or part or parts of the project. No financial claim on account of restriction of scope of services of PMC shall be entertained at a later date.

19.0 Termination of Contract:

19.1 Either party may terminate the contract in the following situation with a 3 months' notice in writing:

- i) Performance of PMC is not satisfactory in respect of quality/quantity and timely completion of work.
- ii) Sufficient funds are not available with CUH.
- iii) On Administrative grounds.

19.2 In the event of termination of services of PMC due unsatisfactory performance, the PMC; will not be entitled to claim any compensation on account of reduction in scope of work or for the period of contract not completed. However, the CUH will reserve the right to levy appropriate compensation on the PMC for the losses incurred by the CUH on account of unsatisfactory services of the PMC or due to disruption or delay in completion of project.

20.0 Staff to be deployed at site:

- 20.1 Suitably qualified & experienced staff shall be deployed at site for execution of works. The indicative composition and minimum number of staff to be deployed and their qualification/experience shall be as specified in **Appendix-‘3’**.
- 20.2 The PMC will mention the details of its proposed staff in Technical Bid.
- 20.3 The PMC will be at liberty to increase the staff at site as per its own assessment. However, the minimum staff proposed in the technical bid if required be replaced due to some reasons, the same will be done after ‘No Objection’ from CUH. The substituted staff shall have the same minimum qualification/experience as that of replaced staff.
- 20.4 CUH shall have full liberty to ask the PMC to remove any official deployed at site without assigning any reason.

21.0 Indemnity:

- 21.1 The PMC shall indemnify and hold CUH and each of its representative and employees against and from any claims, demands or costs arising from the acts, neglect or omission of PMC, its representatives or employees including those causing death, injury or damage to property of any individual or party.
- 21.2 The PMC shall also indemnify and hold harmless the CUH and each of its representative and employees against and from any claims, demands, damages or costs arising from or at the instance of the staff, employees or workmen of contractors involved in the project including the PMC architect including under the Workmen’s Compensation Act or any other Statutory provisions.

22.0 Force Majeure:

- 22.1 PMC shall not be considered in default if delay in completion of work occurs due force majeure conditions like natural calamities, civil disturbances, war, fire, floods, riots and strike etc.
- 22.2 The PMC shall notify the CUH in writing within (07) seven days from the date of occurrence. In the event of delay due to such causes, the completion schedule will be extended for a period equal to the period of force majeure.

23.0 Dispute Resolution:

- 23.1 In case of any dispute/difference between CUH and the PMC arising out of or in any way concerning this project in respect of any matter, which cannot be settled mutually, the dispute shall be referred to a Dispute Resolution Committee (DRC) wherein one member of the DRC will be appointed by the PMC and second member will be appointed by the CUH. The Chairman of the DRC will be appointed by the Vice-Chancellor, CUH. The DRC shall include the members having experience with the type of construction and services involved in the contract and with the interpretation of the contractual documents.
- 23.2 The fees if any to be charged by the DRC will be paid by the PMC and CUH in equal proportion.
- 23.3 The decision of the DRC shall be final & binding on both the parties.
- 23.4 In case any of the parties is not satisfied with the decision of the DRC, in that case, the party may approach appropriate court of law having competent jurisdiction at Mahendergarh.

Appendix-‘1’

Criteria & marks for evaluation of Technical Bids

Sr. No.	Criteria	Max. Marks	Remarks
1.	<p>Experience in providing PMC services for ‘Similar Projects’ any where in India or abroad during last (5) Five Financial years as per following details: Project Cost between</p> <ul style="list-style-type: none"> i) Rs. 25 Cr. to 50 Cr.- 05 Marks ii) Rs. 50 to 100 Cr.- 07 Marks iii) More than 100 Cr.- 10 Marks <p>The total maximum marks shall be 20 only.</p>	20	Satisfactory completion certificate of each ‘Similar Project’ duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
2	<p>Total amount of payment received for providing PMC services for ‘Eligible Projects’ during the last (05) five financial years immediately preceding the RFP due date.</p> <p>For receiving minimum average payment of Rs. 5.00 Cr. per annum during last (05) five financial years, 10 marks will be given. Additional marks @ 1 mark for additional amount of Rs. 1.00 Cr. received as payment for PMC consultancy for ‘Similar Projects’ subject to maximum total marks of 20.</p>	20	Certificate from Chartered Accountant regarding payments for PMC services for ‘Similar Project’ during last (05) five financial years be enclosed with technical bid.
3	<p>Experience in providing consultancy for Green Buildings of Three/Five Star GRIHA rating.</p> <p>For Three Projects- 05 Marks For Two Projects- 03 Marks</p>	05	Certificate to be issued by competent authority to be enclosed in the Technical bid.

Sr. No.	Criteria	Max. Marks	Remarks
	For One Project- 02 Marks		
4	<p>Completion of Project without time or cost overrun during last (05) five financial years.</p> <p>01 mark for every project with completion time within the stipulated date of completion and 01 mark for every project with actual cost within the tendered cost</p>	10	Satisfactory completion certificate of each 'Similar Project' duly signed by the competent authority not below the rank of Executive Engineer, to be enclosed with the Technical bid.
5	<p>Technical Manpower on permanent basis of the bidder for the last 3 years:</p>	15	A certificate indicating exact no. of personnel of each category on permanent basis of the bidder along with their qualification and experience duly signed by competent authority of the organization to be enclosed with the Technical Bid.
i.	<p>Civil Engineers: B.E/B.Tech with minimum experience of 15 years- 5 marks</p> <p>a) Between 50 to 100- 03 marks b) Between 100 to 200- 04 marks c) More than 200- 05 marks</p>		
ii.	<p>Post-Graduation/Masters in structures or construction management with minimum experience of 10 years- 03 Marks</p> <p>a) Between 5 to 10- 01 marks b) Between 10 to 20- 02 marks c) More than 20- 03 marks</p>		
iii.	<p>Electrical/Mechanical Engineers: B.E/B.Tech with minimum experience of 10 years- 4 marks</p> <p>a) Between 10 to 20- 02 marks b) Between 20 to 40- 03 marks c) More than 40- 04 marks</p>		

Sr. No.	Criteria	Max. Marks	Remarks
iv	Architects: B.Arch with minimum experience of 10 years- 03 marks a) Between 3 to 5- 01 marks b) Between 5 to 10- 02 marks c) More than 10- 03 marks		
6	Presentation of approx. 45 minutes consisting of past projects, approach and methodology for this project etc.	30	-

Appendix-‘2’

Timeline for various stages of Project

Sr. No.	Stage	Time/Duration in months	Remarks
1	Pre-Construction stage	1	
2	Preliminary Design	01	
3	Selection/Appointment of Architect along with engagement of specialists/consultants for other services	01	This activity can start simultaneously with Pre-construction stage & Preliminary Design
4	Preparation & finalization of Architectural Designs & Drawings by appointed Architect	02	
5	Appointment of Contractors	01	
6	Execution of works	18	
	Total	24 months	From the issue of LoA

Appendix-‘3’

Minimum Staff to be deployed at site

Sr. No.	Position	Qualification	Experience	Minimum number
1	Team Leader (Not below the rank of Executive Engineer in CPWD)	Degree in Civil Engineering	20 years	1
2	Site Engineers (Not below the rank of Assistant Engineer in CPWD)			
(i)	Civil	Degree in Civil Engineering	10 years	1
(ii)	Electrical	Degree in Civil Engineering	10 years	1
3	Junior Engineer/Construction Supervisors	Diploma in Civil/Electrical	8 years	
(i)	Civil	Diploma in Civil Engineering	8 years	2
(ii)	Electrical/Mechanical	Diploma in Electrical/Mechanical Engineering	8 years	1

Appendix-'4'

Financial Bid Performa
(On bidders letter head)

From

To

The Vice-Chancellor
Central University of Haryana
Mahendergarh (Hry.)

Subject: Financial bids for the Appointment Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.

Dear Sir,

We the undersigned, offer to provide subject cited PMC services in accordance with RFP dated.....

1. Our lump sum fee for the PMC services shall be Rs..... **(To be filled in the online mode only in Excel Performa)** (Rs.....in words) and this is inclusive of payments to all other consultants for the complete scope of services as per RFP Clause- 16.
2. The above quoted lump sum fee shall be considered only for the purpose of evaluation of bids and the ceiling amount of fee payable shall be calculated after

re-adjusting the above quoted lump sum fee as per RFP Clause 16.1 and the same shall be binding upon us.

3. We understand the CUH is not bound to accept any proposal received by it.
4. We undertake that if O&M Services also entrusted to us, then 'Terms & Conditions' shall be mutually decided with CUH at a later stage and shall be binding on us.

Yours Sincerely,

Authorized Signatory

Name and Designation of Signatory

(with office seal)

[Letter of Transmittal]

Appendix-'5'

(On bidders letter head)

To
The Vice-Chancellor
Central University of Haryana
Mahendergarh (Hry.)

Subject: Appointment Project Management Consultancy Services for Planning, Design and Development of the infrastructural facilities and other related works in Campus of Central University of Haryana at Mahendergarh, Haryana-123029.

Dear Sir,

In reference to subject cited as above, it is submitted as under:

- i) We have read/examined the complete RFP document.
- ii) We hereby express our interest for undertaking the consultancy referred to in the RFP.
- iii) We agree to abide by and fulfil all the terms, conditions and provisions of the RFP document which shall be binding on us.
- iv) We confirm that the information provided by us in our proposal is true and correct.
- v) We understand that we are liable to be disqualified if any information provided by us is found to be false, inaccurate or incorrect at any stage.

Yours Sincerely,

Authorized Signatory
Name and Designation of Signatory
(with office seal)

