

PUNYASHLOK AHILYADEVI HOLKAR SOLAPIR  
UNIVERSITY, SOLAPUR

**E-TENDOR NOTICE**

E-Tender Notice "Expression of Interest (EOI)" Sealed online tender is invited by Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur from experienced firm in respective field for the works mentioned "Expression of Interest (EOI)" cum Request for proposal (RFP) Tender Engagement of agencies as Public Sector Undertaking (State and Central Government)/Project Management Consultant for the Design, Construction Management and supervision Services for the Development of the P.A.H Solapur University Campus, Solapur, Maharashtra at E-TENDER NOTICE NO. Engg/01/PAHSUS/PSU/EOI/---/2024-25 (First call)

All Further details are also available on e-portal [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and linked to Punyashlok Ahilyadevi Holkar, Solapur University, Solapur portal [www.sus.ac.in](http://www.sus.ac.in) tender is to be submitted by online process, as per schedule given in E-Tender from **date 14/10/2024 on 5.00 PM to 11/11/2024 upto 5.00 PM**. The tender will be available for download **upto 11/11/2024 upto 4.00 PM** and online submission is acceptable upto 16/11/2024 **5.00 PM** on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and will be **opened on 14/11/2024 at 1.00 PM** (if possible) in the presume of intending contractors or their authorized representative. Right to reject any or all tenders without assigning any reason, reserved with the Competent Authority

**PUNYASHLOK AHILYADEVI HOLKAR SOLAPIR  
UNIVERSITY, SOLAPUR**

Notice for EOI cum RFP

**Notice No. Engg /01/PAHSUS/PSU-EOI/---/2024-25 (First call)**

Sealed online percentage rate EOI cum RFP are invited by Registrar, P.A.H. Solapur University, Solapur for the appointment of registered State/ Centre Public Sector Undertaking (PSU) in respective field. Work description can be seen on notice board in office of the Registrar and all details are also available on website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

The percentage rate tenders to be submitted by online process, on or before date 14/10/2024. The tender will be available for purchase from 14/10/2024 11.00 pm up to 11/11/2024 4.00 P.M. and online submission is acceptable upto 11/11/2024 at 5.00 P.M. Tender will be opened on 14/11/2024 at 5.00 Pm

(if possible) in presence of the intending consultant or their authorized representative.

**NAME OF WORKS: - "Expression of Interest (EOI)" Tender Engagement of agencies as Public Sector Undertaking/Project Management Consultant for the Design, Construction Management and supervision Services for the Development of the P.A.H. Solapur University Campus, Solapur, Maharashtra**

Rates quoted by the consultant in % excluding taxes.

- 1) E.M.D. in the form of net banking for a period of 06 months on the name of Finance & Account Officer, P.A.H. Solapur University, Solapur to be submitted online before due date as mentioned in tender documents.
- 2) The rate offer by consultant will remain valid for the period of 10 years from commencement of work and thereafter until it is withdrawn by the contractor in writing duly addressed to the authority opening the tender.
- 3) Competent authority reserves the right to reject any or all tenders without assigning any reason thereof.

Sd/-

**Registrar**

**P.A.H. Solapur University, Solapur.**



### Notice for EOI cum RFP (Under QCBS System)

Notice No.Engg /01/PAH/PSU/---/2024-25 (First call)

**NAME OF WORKS: -"Expression of Interest (EOI) cum Request for Proposal (RFP)"Tender Engagement of agencies as Public Sector Undertaking/Project Management Consultant for the Design, Construction Management and supervision Services for the Development of the P.A.H. Solapur University Campus, Solapur, Maharashtra**

Sealed online percentage rate tenders are invited by Registrar, P.A.H. Solapur University, Solapur for the appointment of registered Public Sector Undertaking (PSU) in respective field. Work description can be seen on notice board in office of the Registrar and all details are also available on website [www.mahatender.gov.in](http://www.mahatender.gov.in). Details can be downloaded from the websites, [www.sus.ac.in](http://www.sus.ac.in) or [www.mahatender.gov.in](http://www.mahatender.gov.in). The last date/time for submitting the Eol is 11/11/2024 up to 5:00 PM. Cost of tender document is Rs. 10,000/- (Non-refundable) & EMD is Rs. 5.00 lakhs which shall be deposited through online mode only

NIT No.	Engg/01/PAHSUS/PSU-EOI--/2024-25
Place of Work	Puyashlok Ahilyadevi Holkar Solapur University, Solapur Solapur-Pune National Higjway, Kegaon Solapur, Maharashtra
Tender Inviting Authority	Registrar, PAH Solapur University, Solapur Maharashtra Quality and Cost Based Selection
Method of Selection (GFR 2017, Rule 192)	(QCBS) 14/10/2024 upto 5:00 PM
Last Date & Time for submission of Eol / RfP	11/11/2024 upto 4:00 PM
Last Date & Time for Submission of Cost & EMD	Should be submitted through online mode in University
Pre-Bid Meeting	22/10/2024 at 12:30 PM Presentation by eligible bidder under Technical Evaluation Stage-B to be notified later and informed to the eligible bidders
Date & Time for Opening the technical Bid of Eol/RfP	To be declared after Technical Evaluation (Stage-A & Stage-B) Information will be uploaded on <a href="http://www.sus.ac.in">www.sus.ac.in</a> & <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> .
Date of Presentation (Under Stage B) by the Eligible bidders after Technical Evaluation as per Stage A	Will be uploaded on <a href="http://www.sus.ac.in">www.sus.ac.in</a> or <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> . Registrar and University Engineer, PAH Solapur University, Solapur, Maharashtra
Date & time of opening the Financial Bid of Qualified Bidders	Email : <a href="mailto:registrar@sus.ac.in">registrar@sus.ac.in</a> and <a href="mailto:enggsec@sus.ac.in">enggsec@sus.ac.in</a>
Corrigendum / Clarification (if any) related to Eol/ RfP	
Contact Person for Communication / Clarification (if any)	

# PUNYASHLOK AHILYADEVII HOLKAR SOLAPUR UNIVERSITY, SOLAPUR

SOLAPUR-PUNE NATIONAL  
HIGHWAY, KEGAON, SOLAPUR  
MAHARASHTRA- 413 255



"Expression of Interest (EOI)

cum

Request for Proposal (RFP)"

for

Engagement of **State/Central** Public Sector Undertaking as  
Project Management Consultant for the Design, Construction  
Management and supervision Services for the Development of  
the Punyashok Ahilyadevi Holkar solapur University Campus,  
Solapur, Maharashtra

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**A. NOTICE FOR EOI CUM RFP**

**PUNYASHLOK AHILYADEVI HOLKAR SOLAPIR  
UNIVERSITY, SOLAPUR**

**Website: [www.sus.ac.in](http://www.sus.ac.in)**

**Notice No.** Engg /01/P.A.H.S.U.S/PSU-EOI/----/2024-25 (First call)

**Notice for EOI cum RFP  
(Under Q CBS System)**

Punyashlok Ahilyadevi Holkar Solapur University, Solapur Invites Eoi cum RFP for Engagement of **State**/Central Public Sector Undertaking (PSU) as Project Management Consultant for the Design, Construction Management & Supervision Services for Development of Punyashlok Ahilyadevi Holkar Solapur University Campus, Solapur and Maharashtra. Details can be downloaded from the websites, [www.sus.ac.in](http://www.sus.ac.in) or [www.mahatender.gov.in](http://www.mahatender.gov.in) The last date/time for submitting the Eoi is 14/10/2024 up to 5:00 PM. Cost of tender document is Rs.10,000/- (Non-refundable) & EMD is Rs. 5.00 lakhs which shall be deposited through online mode only

**B. LETTER OF INVITATION (LOI ) (UNDER QCBS- RULE-192 OF GFR-2017)**

"Expression of Interest (Eoi) cum Request for Proposal (RFP) for Engagement of State/Central Public Sector Undertaking (PSU) as Project Management Consultant for the Design, Construction Management & Supervision Services for Development of P.A.H. Solapur University Campus, Solapur Maharashtra.

The detail of the Eoi cum RFP can be downloaded from the University website [www.sus.ac.in](http://www.sus.ac.in) or [www.mahatender.gov.in](http://www.mahatender.gov.in). Cost (Non-refundable) of tender document Rs.10,000/- and EMD of Rs.5.00 lakh (Rupees Five Lakh Only) through online mode in University account in favour of Finance and Account officer as mentioned above within the due date of submission of EOI Cum RFP. Please enclosed receipt of EMD along with documents

Tentative Project / Work Amount (Subject to Availability of Fund)	Rs.200CR Approximately+ GST
Earnest Money Deposit (EMD) (Online Mode)	Rs. 5 Lakh + GST
Cost of Tender Document (Non-Refundable) (Online Mode)	Rs. 10,000/- +GST
Last Date of Submission of Eoi cum RFP	<b>11/11/2024</b> upto 5:00 pm
Last Date for Receipt of EMD & Cost of Tender Document	<b>11/11/2024</b> upto 4:00 pm

### C. SALIENT EVENTS AND SCHEDULE

NIT No.	Engg /01/P.A.H.S.U.S/PSU-EOI/---/2024-25
Client	Registrar, Puyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra
Scope of Work	"Expression of Interest (EOI)cum Request for Proposal (RFP)"for Engagement of <b>State/Central</b> Public Sector Undertaking as Project Management Consultant for the Design, Construction Management and supervision Services for the Development of the P.A.H. Solapur University Campus, Solapur, Maharashtra ( detailed scope mentioned separately)
Place of Work	Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra
Tender Inviting Authority	Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra
Method of Selection(GFR 2017, Rule 192)	Quality and Cost Based Selection (QCBS)
Last Date & Time for submission of Eol / RfP	<b>11/11/2024 upto 5:00 PM</b>
Last Date & Time for Submission of Cost & <b>EMD</b>	<b>11/11/2024 upto 4:00 PM</b> Should be submitted through online mode
Pre-Bid Meeting	<b>22/10/2024 at 12:30 PM</b>
Date & Time for Opening the technical Bid of Eol/RfP	<b>14/11/2024 at 1:00 PM</b>
Date of Presentation (Under Stage B) by the Eligible bidders after Technical Evaluation as per Stage A	Presentation by eligible bidder under Technical Evaluation Stage-B to be notified later and informed to the eligible bidders
Date & time of opening the Financial Bid of Qualified Bidders	To be declared after Technical Evaluation (Stage-A & Stage-B) Information will be uploaded on <a href="http://www.sus.ac.in">www.sus.ac.in</a> & mahatender.gov.in .
Corrigendum/Clarification (if any) related to Eol/ RfP	Will be uploaded on <a href="http://www.sus.ac.in">www.sus.ac.in</a> or <a href="http://www.mahatender.gov.in">www.mahatender.gov.in</a> .
Contact Person for Communication / Clarification ( if any)	Registrar and University Engineer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra Email : <a href="mailto:registrar@sus.ac.in">registrar@sus.ac.in</a>



**D. ABBREVIATION/WORDS/EXPRESSIONSUSED IN EOI/RFP:**

<b>Sl. No.</b>	<b>Abbreviations</b>	<b>Elaborated form</b>
i.	EOI	Expression of Interest
ii.	RFP/RFP	Request for Proposal
iii.	Client	Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra
iv.	PAHSUS	Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra
v.	Gol	Government of India
vi.	PSU	State/Central Public Sector Undertakings of Govt. of India
vii.	ToR	Terms of Reference
viii.	ITB	Information to Bidder
ix.	BIS	Bureau of Indian Standard
x.	GFC	Good for Construction
xi.	IS	Indian standard
xii.	PMC	Project Management Consultancy
xiii.	QCBS	Quality and Cost Based System
xiv.	CQCCBS	Combined Quality cum Cost Based System
xv.	HEFA	Higher Education Financing Agency
xvi.	UGC	University Grant Commission
xvii.	MOE	Ministry of Human Resources Development, Govt. of India
xviii.	Year	Financial year
xix.	Consultant	PSU
xx.	CVC	Central Vigilance Commission
xxi.	EMD	Earnest Money Deposit
xxii.	GTC	General Term and Conditions

**E. SCOPE OF WORK:**

The detailed scope of the work is given as under.

<b>SCOPE OF WORK</b>	<b>Tentative Project /Work Amount</b>
<p><b>Creation of new Infrastructure</b></p> <p><b>Academic Buildings</b> Viz. Lecture Hall Complexes, Seminar Rooms, AV rooms, Smart Classrooms, Lift Installation, Laboratory For PG courses, Central Library &amp; Knowledge Resource Centre, Virtual Learning Centre, Auditorium (2000 Capacity), Conference Hall (500 Capacity), Computer Centre, Toilets, Students Activity Centre, Stores For Students, Common Rooms, parking, exhibition areas, tuck shop etc. Carrier Guidance and Competitive Examination Building, School of Commerce and Management, To Construct to new Building for School of Languages and Literature, School of Performing arts and Fine Art, School of Life Sciences,</p> <p><b>Facilities</b> Like Central Cafeteria, Meditation Centre, Vidarthi Bhawan, Sports Academy, Swimming Pool, Play Grounds, Lawn Tennis Court, Box Cricket, Indoor Stadium, Badminton Court, Cricket Ground, Gym, Yoga And Meditation Centre, Market Place with Departmental Stores, Bus Stop, Pharmacy, parking, open air theatre (OAT) etc. Construction of Faculty Guest House</p> <p><b>Accommodations,</b> Hostel Separate for 2-Boys &amp;2-Girls,(500 capacity)2-Hostel For and 1,100 Capacity PG Students (300 Capacity ), Mega Mess, Kitchen, Kitchen Admin Office, store, care takers residence, Saloon in all Hostels ,Accommodation For Vice – Chancellor, Pro- Vice Chancellor, Registrar, Deans, and Directors, Professors, Associate- Professors, Assistant-Professors, Class 1,2,3,4 Staff Quarter, Research Scholar Hostels, Married Scholar Hostel, Guest House- General and VIP with separate kitchen and dining area, Teaching and Non- Teaching Staff Quarters, parking spaces, crèche, play school, club house for staff etc.</p> <p><b>Services:</b> Water treatment plant, Sewage Treatment Plant, Centralized AC plant, electrical substation, waste treatment plant, garden, lake etc, &amp; other Infrastructure such as Compound and Retaining Wall, overhead water tanks, underground water sumps, security cabins, server rooms, etc.</p> <ul style="list-style-type: none"> <li>• Underground Electrification/cabling work (including underground cabling) and other related work, HVAC, Firefighting, Solar, and Acoustic with a sound system for new and existing infrastructure (New work and Repair/maintenance work).</li> <li>• Creation of new and Repair/maintenance of Existing Road work (including widening), Culverts, Bus-stops, Sheds, Parking, Pathways, garden furniture, garden lighting, Garages, Face lifting, Cladding, Partitioning, Water Proofing, Building Protection, False Roofing, storm water drainage service line, etc.(New work and Repair/maintenance work). etc</li> <li>• Work of Landscaping, Horticulture; Water harvesting, Drainage System, water supply, Water/Wastewater Treatment Plant, Solid Waste Management System, etc. (New and Repair/maintenance work). etc</li> <li>• Repair, Maintenance, Renovation, Retrofitting, etc. work (Civil, Electrical, PHE, HV AC&amp; Mechanical) in existing structures&amp; infrastructure</li> </ul> <p>The scope of the work may be extended based on the needs of the client organization with future expansion</p>	<p>Rs. 200Crore (approximate cost &amp;Subject to Availability of Fund)</p>

## **F. TERMS OF REFERENCE (ToR):**

The prime purpose of engaging the PSU is to execute various works for infrastructure/campus development and other related works through State/Central Public Sector Undertaking (PSU) from the funds received from various Govt. agencies /HEFA/MOE/UGC/Other sources. The PSU will be the PMC agency for Project Management and Supervision with architectural services for handling/executing various works in the Punyashlok Ahilyadevi Holkar Solapur University Campus, Solapur, Maharashtra.

All technical issues related with the project including effective coordination and implementation of the whole project being assigned to the PSU/PMC by PAHSUS University. The PSU/PMC shall be responsible for effectively leading and taking initiative to manage, execute and implement the project, delineate installing procedures, operational zing procedures and reporting systems; and prepare contracts, designing and procurement; all necessary surveys and subproject designs, establishing criteria for supervision, coordination and management to ensure proper construction supervision etc. The Architectural services will be the part of the PSU as PMC agency. The PSU will work closely supervise the works being executed by the contractors appointed by PSU for various project/work assigned to PSU by PAH University, Solapur. The PSU will be accountable for construction and supervision, monitoring the quality, project performance monitoring systems etc. in accordance with the CVC guidelines, latest PWD, CPWD and Government norms, IS code provisions, Terms and conditions of the agreement to be executed between P.A.H Solapur University and PSU, Terms and Conditions of the Financing/ Funding Agencies, GOM, UGC, RUSA etc. and directions received from time to time. The PSU shall be accountable for executing the assigned projects as per the requirement of the user departments, within the sanctioned budget and time stipulation. Other conditions are elaborated in this Eol. The P.A.H. Solapur University, Solapur intends to construct academic buildings viz. Civil Engineering Department Building, Mechanical Engineering Department Building, Electronics & Communication Engineering Department Building, and Lecture Complex, computer science, mining, material, mineral, metallurgy, soil engineering and etc; other infrastructure viz. Hostels, Yoga and Meditation Centre, Solar power plant Installation with Commissioning, and any other projects/works related with creation of new infrastructure, maintenance work etc. including those mentioned in the scope of work. The duties, responsibilities and overall accountability of the PSU as PMC agency are as detailed in this Eol.

The interested eligible bidders i.e. reputed State/Central Public Sector Undertaking may participate in EoI Cum RFP through. The method of selection of the bidder will be Quality and Cost Based Selection (QCBS) as per GFR2017-Rule-192. The successful bidder has to carryout Project Management &Supervision with Architectural and Structural Services with HVAC, Solar and Fire fighting for Execution of assigned Projects/Works in P.A.H. Solapur University Campus

**G. INITIAL ELIGIBILITY CRITERIA**

G1	<b>The bidder must be State/Central Public Sector Undertaking (PSU) Government of India Enterprise, registered in India under the Indian Companies Act 1956/2013 and working as PMC field should have minimum experience of the past 40 years as on Bid Due Date.</b>			
G2	<p><b>The Bidder Should have satisfactorily rendered services of Project Management Consultancy/EPC in supervision of a construction projects(similar) in the past Ten Years</b></p> <p><b>“Similar” Shall mean PMC/EPC for university campus Development, Development of Townships/Educational &amp; Institutional Buildings/Hospitals and Medical Colleges /similar key Infrastructure projects of Government/Govt. Agencies/ Govt. Autonomous bodies, additionally any, etc. Project should have Green Building Certification such as LEED, GRIHA, IGBC.</b></p> <p><b>The bidder should also have provided PMC for at least one G+5 storied building having total built up area of 10,000 sqm (excluding the Mummy room, Machine room or basement) in last 10 years.</b></p>			
G3	<p><b>The Bidder Should have satisfactorily rendered services of Project Management Consultancy &amp; supervision of construction/EPC projects in past Ten years,</b></p> <p>a) At least one similar work of value not less than Rs.160.00 Crore (80% of tender amount ) or</p> <p>b) Two similar works of value not less than Rs.100.00 Crore each, (50% of tender amount ) or</p> <p>c) Three similar works of value not less than Rs.35.00 Crore each. (30% of tender amount</p>			
G4	<b>The bidder should have completed at least one similar work on deposit basis having project value more than Rs 250 crores under single contract during last 07 years. Also, the bidder should have minimum Rs. 500 crores ongoing similar works. Aggregate to minimum Rs.500 crores.</b>			
G5	<p><b>Joint venture of a single bidder as a member of consortium / joint venture/ association for any project/work shall not be considered for evaluation. Joint/consortium bidding is not allowed. Consortium member’s credentials will not be considered. Abroad project experience in the name of firm affiliated to company considered.</b></p> <p><b>There will not be any consideration of appreciation for the project costing. Project cost with 10% appreciation / year from date of completion not considered.</b></p> <p><b>Also, only one bid shall be submitted by Bidder, in case multiple bids are submitted or bids are submitted by Bidder and also by its Subsidiaries, then all such bids shall not be considered for evaluation.</b></p>			
G6	<b>Any bidder, which has not barred/ blacklisted/ put on Holidays on the ground of corrupt and fraudulent activities. (Enclose the notarized certificate in this regard).</b>			
G7	<b>The bidder should have positive net-worth during each of last 03 years ending march, 2024</b>			
G8	<b>The PSU should have in-house professionally qualified (minimum Graduate degree) employee as on this Eol /bid publication date, in the following categories</b>			
	Civil Engineers	15	Electrical Engineers	02
	Mechanical Engineers	02	Architects	02
<b>Bidders are required to submit Copies of the Turnover certification for the last three financial years ending March 2024 duly certified by a Chartered Accountant</b>				

The Bidder must furnish the above information in the tabular form as follows.

<b>DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSE G)</b>				
Relevant page nos. for documents attached in EoI should be entered by the bidder and submitted under the technical bid				
<b>S.L.</b>	<b>Clause G</b>	<b>Reference page numbers of the documents submitted by the bidder</b>		
		<b>Page Number</b>		<b>Remarks</b> Regarding Attachment of documents Along with the technical bid. Whether Attached <b>(Yes/No)</b>
		<b>From</b>	<b>To</b>	
1	G-1			
2	G-2			
3	G-3			
4	G-4			
5	G-5			
6	G-6			
7	G-7			
8	G-8			

## H. SUBMISSION AND EVALUATION CRITERIA

### a) SUBMISSION OF/EOI/RFP

The document can be downloaded from the websites or [www.sus.ac.in](http://www.sus.ac.in) or [www.mahatender.gov.in](http://www.mahatender.gov.in). Corrigendum, (if any) would appear only on the above web sites and will not be published anywhere else.

- i. Bid must be duly signed by an authorized signatory, who has been authorized by the concerned Firm/Bidder. A Declaration in the prescribed format (Annexure - 1) duly filled in, sealed and signed on a non-judicial stamp paper of Rs. 500/- must be scanned and submitted along with the Technical Bid.(paging and index in front is must)
- ii. Bid Cost, EMD, Lay out Drawing Bid Submission
  - The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from websites [www.sus.ac.in](http://www.sus.ac.in) or [www.mahatender.gov.in](http://www.mahatender.gov.in).
  - The technical and financial bid envelope should be marked "**EOI/RFP for Engagement of PSU-2024**".
  - The intending bidder(s) must read the terms and conditions carefully, and should submit bid only if they are eligible and are in possession of all the required documents.
  - The Technical bid must contain the copies of duly signed, certified copies of documents related to ESSENTIAL ELIGIBILITY CRITERIA, all relevant information and documents of turnover, work experience certificates, Proof of Registration Certificate, (as and where applicable), copy of the audited balance sheet by the chartered accountant for the last three financial years ending March 2023, Details of Permanent Account Number, ITR (Income Tax Return) for last 3 financial years, GST registration certificate, bank mandate for company/firm at least 05 years old, etc. relevant for evaluating the bidder technically, Corrigendum / Addendum / Other documents, if any, etc. issued by Punyashlok Ahilyadevi Holkar Solapur University, Solapur from time to time.
  - The bidder shall quote the items (up to 2 Decimals) as per ANNEXURE-VI.
  - The Bidder (s) is/are required to quote the rate strictly as per the terms and conditions, given in these documents.
  - Information and Instructions for bidders posted on websites shall form part of bid document.

- The bidders are advised to submit complete details duly signed with their bids. The Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bids. Bids with Incomplete/ Ambiguous information will be rejected.
  - No Bid shall be received after the due date and time.
  - Bidders can clarify any terms/ conditions etc. related with the in person at Punyashlok Ahilyadevi Holkar Solapur University, Solapur Maharashtra, on the scheduled Pre-Bid meeting date
- iii. Date and Time of opening of the sealed envelope will be mentioned as per the scheduled date earlier.

**b) EVALUATION CRITERIA & FINANCIAL/PRICE BID**

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

- i. Financial Bids of the bidders will be opened and evaluated which are found to fulfill all the eligibility criteria and qualifying requirements of EoI/RfP.
- ii. The bidder should quote the PSU Charges in percentage for the consultancy fees excluding GST and other charges as per Government rules and regulation as per the prevailing rate. However the variation / revision in any taxes duly notified by the Government shall be considered during evaluation and execution.
- iii. If there is any discrepancy between word and figures, then this bid will be taken as disqualification and the quoted rate in words will be taken as final quoted price by the bidder. The decision of Punyashlok Ahilyadevi Holkar Solapur University, Solapur in this regards will be final and binding.

**c) BID EVALUATION: (Quality and Cost Based Selection- QCBS)**

**i. TECHNICAL EVALUATION:**

The Technical Bid submitted by the bidders shall be opened on the scheduled date and time and evaluated by the TOC/ CPC/Technical Committee/ Evaluation scrutiny committee approved by University as per the criteria detailed in table ahead.

The bidders will be allotted marks out of **50** points as detailed in the Table – 1.0 (Technical Evaluation Parameters) under stage-A, on the basis of the certified documents submitted by the bidder along with the, in support of the desired information furnished by the concerned bidder. Those bidders who score more than or equal to 80% (**i. e 40 out of 50**) will be called under stage-B (Technical Evaluation Parameters) to give the Presentation, for which the TOC/ CPC /Technical Committee of Punyashlok Ahilyadevi Holkar Solapur University, along with some other officers inducted (if any) by competent order, will evaluate the presentation (stage-B of Technical Evaluation) **out of 50 points**. The total Technical Score (TS) for stage-A & stage-B which is 100 will be scaled down to 80. Those bidders whose score is more than or equal to 80% (i.e. 64 points out of 80 as TS as qualifying marks for further evaluation) will be shortlisted, and financial offers/Bid will be opened for those bidders only.



ii. **Financial Evaluation:**

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

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

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

FL = The price of lowest priced financial proposal and

F = The price of Financial proposal of the concerned bidder. The above FS (Financial Score) will be Scaled down to 20 points.

iii. **Final Evaluation:**

- Scores obtained on the **Financial Score (FS)** out of 20 points will be added to score obtained on **Technical Score (TS)** out of 80 points to get a **Consolidated Score (CS)** out of 100 points.
- The bidder with the highest **Consolidated Score (CS)** will be selected.

$$CS=TS*TW+FS*FW$$

**TW=Weights assigned to Technical Bid=0.75**

**FW=Weights assigned to Financial Bid=0.25**

- If there is a tie in the CS, the vendor with a higher score on the technical offer (TS) will be selected.
  - During evaluation, the University will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.
  - The successful bidder has to execute an agreement with all the formalities.
- iv. 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/weakness etc., should be defined.
- v. Engagement of PSU shall be subject to verification of their credentials for similar work they have carried out.
- vi. The award of Work/ Service Extension will be given based on the performance of the work executed

Table 1.0: Technical Evaluation Parameters

Sl. No.	Parameter for PSU/PMC	Evaluation Criteria	Maximum Score								
<b>STAGE A</b>											
<b>1</b>	<b>Technical Strength of the Firm :-</b>										
1.1	Cumulative value of Similar project in single work successfully completed based on value of project of minimum 200 Crores during the last 10 years	i. >=Rs. 1201 Cr: = : 15 Marks ii. > Rs. 1000 Cr up to Rs.1200 Cr. = : 09 Marks iii. >Rs 900Cr up to Rs. 999 Cr = : 04 marks iv. <= Rs. 900 Cr = : 02 Marks	15								
1.2	Cumulative value of Similar ongoing project based on the value of project	i. >= Rs. 1000 Cr: = : 10 Marks ii. >Rs 900 Cr up to Rs. 999 Cr. = : 07 Marks iii. >Rs 700 Cr up to Rs. 899 Cr = : 04 marks iv. <= Rs. 700 Cr = : 02 Marks	10								
<b>2</b>	<b>Financial Strength of the Firm :-</b>										
	Average Annual Turnover being PMC (Consultancy turnover) , for three financial years, i.e. 2021-22,2022-23 & 2023-24	i. > Rs. 450 Cr: : 10 Marks ii. > Rs. 300 Cr up to Rs. 449Cr. : 07 Marks iii. > Rs. 250 Cr up to Rs. 299 Cr : 04 Marks iv. > Rs 150 Cr up to Rs. 249 Cr : 02 marks v. <= Rs. 149 Cr : 00 Marks	10								
<b>3</b>	<b>Employee strength in Organization</b>										
	Minimum Qualification: Bachelor's Degree in Engineering / Diploma in Engineering min.5 years of Experience.	a) Civil Engineers (Max 7 Marks) <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <tr><td>&gt; 100 Nos.</td><td>: 07Marks</td></tr> <tr><td>51- 100 Nos</td><td>: 05 Marks</td></tr> <tr><td>25- 50 Nos</td><td>: 02Mark</td></tr> <tr><td>&lt;25 Nos.</td><td>: 00 Mark</td></tr> </table>	> 100 Nos.	: 07Marks	51- 100 Nos	: 05 Marks	25- 50 Nos	: 02Mark	<25 Nos.	: 00 Mark	10
> 100 Nos.		: 07Marks									
51- 100 Nos		: 05 Marks									
25- 50 Nos	: 02Mark										
<25 Nos.	: 00 Mark										
	b) MEP Engineers (Max 2 Marks) <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <tr><td>&gt; 20Nos.</td><td>: 02 Marks</td></tr> <tr><td>10- 20 Nos.</td><td>: 01 Mark</td></tr> <tr><td>&lt; 10 Nos</td><td>: 00 Mark</td></tr> </table>	> 20Nos.	: 02 Marks	10- 20 Nos.	: 01 Mark	< 10 Nos	: 00 Mark				
> 20Nos.	: 02 Marks										
10- 20 Nos.	: 01 Mark										
< 10 Nos	: 00 Mark										
	c) Architects (Max 1 Marks) <table style="display: inline-table; vertical-align: top; margin-left: 10px;"> <tr><td>&gt;= 02 Nos.</td><td>: 01 Marks</td></tr> <tr><td>&lt;02 Nos.</td><td>: 00 Mark</td></tr> </table>	>= 02 Nos.	: 01 Marks	<02 Nos.	: 00 Mark						
>= 02 Nos.	: 01 Marks										
<02 Nos.	: 00 Mark										
4	Registration with	IGBC/ GRIHA/ LEED or Council of Architects - 02 Marks Institute of Engineers, similar Organization - 01 Mark ISO certification - 02 Marks	05								
<b>Technical Score (Stage A)</b>			<b>50</b>								
<b>STAGE B</b>											
<b>Presentation</b>		i. Organizational setup ii. Understanding of the project iii. Details of Execution /methodology using latest technologies/project time lines iv. Other relevant points for presentation will be mentioned in the invitation letter that will be sent to the eligible bidders for presentation.	50								
<b>Technical Score (Stage B)</b>			<b>50</b>								
<b>Total Technical Score (Stage A + Stage B)</b>			<b>100</b>								

**Note: --- After due presentation bidder should deposit the same presentation to university Authority and it will become the university property**

**I. SPECIAL TERMS & CONDITIONS (STC)**

**I) Organization Information:** Bidders are required to submit the following in respect of the conversed organization (**Annexure-III**) ((a) to (e)) containing **Forms-A, B, C-I, C-II & D**).

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

**II) Pre-Construction Stage**

**I) Architectural Consultancy**

**a) Scope of work:**

- (i) **Taking client's instructions and preparation of plan-design brief accordingly with contouring, topographical survey and preliminary site analysis with soil testing.**
- (ii) **Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs with necessary Environmental Clearances**
- (iii) **Preparation of site plan/master plan along with site development, detailed plans of all the buildings and approval from client and Government body with detailed project report**
- (iv) **Structural design**
- (v) **Sanitary, plumbing, drainage, water supply and sewerage design. waste disposal system**
- (vi) **Electrical, electronic, communication system and design.**
- (vii) **Heating, ventilation and air conditioning design (HVAC) and other mechanical system, solar installation**
- (viii) **Elevators, escalators, etc.**
- (ix) **Fire detection, fire protection, lightening arresters and security system etc with NOC from concern Government Authority.**
- (x) **Interior architecture**

**b) Data Collection:**

- (i) Ascertain client's requirements, examine site constraints & potential
- (ii) Study of existing infrastructure, accessibility, circulation pattern.
- (iii) **Climatic data, existing services, slope analysis, etc.**
- (iv) **Context study, etc.**

**c) Preliminary design and drawings:**

- (i) To prepare the concept drawings, preliminary drawing, sketches etc. of the buildings etc. for the client's approval along with preliminary estimate of cost on area basis. The preliminary drawings can be revised to the satisfaction of the client without any financial implications.
- (ii) The Architectural preliminary design documents shall include Site plan, site development plan, landscape plan, site sections, building floor plans( all levels), sections and elevations, preliminary details, enlarged plans with facilitation details and preliminary specifications, 3D rendering, and walk through , detailing of the special elements used, detailing of the special construction techniques/materials used, 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, fire-fighting, sub-station, Rain water harvesting / water conservation/ recycling of water etc., waste water & solid waste disposal, solar energy system installation & planning, appropriate parking space with stage 1 & detail estimate. Get it technical sanctioned from relevant authority.

**d) Drawings for Approval of client and statutory bodies:**

- (i) To prepare drawing necessary for clients/statutory bodies approvals
- (ii) Ensure compliance with relevant national in accordance with the standard norms.

**e) Tender drawings and Bid Documents**

- (i) To prepare Tender drawings, specifications and schedule of quantities, necessary for preparing the bid documents in accordance with the standard norms.
- (ii) To submit bid documents including the detailed estimate & BOQ must be duly vetted and audited by the competent Technical personal of the PSU or any other govt. organization/CFIs to the University Engineering Section before bidding.

- (iii) On behalf of PAHSUS the PSU 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/ Government guidelines and by that PSU
- (iv) The PSU/ PMC has to strictly follow the latest direction / guidelines of CPWD / HEFA / MOE/UGC/Directions of GUG and any revision made time to time, regarding the tendering process.
- (v) On behalf of PAHSUS the PSU will float the bids, and award the work and the PSU will also do Site survey and soil investigations (if required.)
- (vi) PSU being the Executing Agency shall invite the open bids from the shortlisted pre- qualified contractors/ agencies meeting prequalification criteria for different packages for completion of the project. The Executing Agency shall award the work to the technically qualified lowest bidder. Also, the Executing Agency allotted work can execute the work entrusted to it, in accordance with the rules and procedure prescribed in that PSU, in accordance of the Rule (140) of GFR.
- (vii) The PSU has to take approval from local statutory bodies.
- (viii) The PSU will submit the Good for Construction (GFC) drawings in seven sets and in soft copy for perusal of the University Engineering section before starting the construction work of the project.
- (ix) GFC will also include the Mechanical, Electrical & Plumbing (MEP) drawings, external development details, drawings & documents etc. and all required Architectural drawings duly approved by local statutory bodies (if required) at own cost, structural drawings proof checked vetted by CFIs, Govt. Agency Institutions.

## II. Planning and Co-ordination

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

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

## III. Construction Supervision

- a. Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor the all Architectural progress of works as per approved drawings, construction procedures, quality control in house and also third party testing.

- b. During construction, the PSU/PMC shall be required to set up site laboratories for effective quality control.
- c. The PSU shall ensure safety practices and quality in day-to-day work as per specifications and standards.
- d. The PSU should provide monthly update on the progress of work and expenditure to PAHSUS and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- e. Check all the measurements recorded in the Measurement books by contractor at site with respect to approved drawings and certify the accuracy.
- f. Check the bills submitted by the contractor and certify its accuracy.
- g. To make all correspondence with the contractors for proper execution of work as per GFC in time.
- h. Co-ordinate with all agencies working at site and liaise with local authorities for obtaining appropriate permissions / commencement certificates, etc.
- i. Conduct frequent periodic meetings with the contractors.
- j. The testing of materials, design mix, any other test to be carried out, for quality control during construction of the project, must be done as per the relevant Indian standard (IS) code provisions.
- k. The PSU will be solely responsible for any deviation in the work executed under its PMC project.
- l. For the assigned projects, the PMC shall provide the required information in the format desired by statutory/ Government bodies (like GOM, MOE, UGC etc) from time to time.
- m. The Consultant shall intimate to PAHSUS about the physical and financial progress of project works, including bar charts, at monthly intervals. PSU shall obtain satisfactory report from the client for the works before making payment to the Contractors or any other Agencies.
- n. The PSU shall conduct all the procedures of mandatory tests as well as random tests, checks as per the PWD specifications/BIS standards, so as to comply with requirement of authorities like CTE/CVC or any other agency(s) of the government of India as and when required by auditors of CAG.
- o. The PSU shall coordinate with contractors and rendering technical advice to the client; Holding periodic Progress review Meetings and sorting out problems arising if any due to any action of the Client
- p. The Consultant shall keep a close watch on deviations during execution by way of Extra items. Substituted items and Deviations in Quantities of Schedule items. The Consultant shall also fix the Rates for items/quantities covered by Deviation orders as per the contract condition between contractor and the Consultant. Client to be kept informed for issue of necessary revised expenditure sanction whenever found necessary if the cost of the work with its Deviation and price escalation (if provided for in the contract) and the consultants fees including service tax etc. in terms of this agreement exceed the amount for which expenditure sanction has been issued by the client earlier.

- q. Granting Extension of Time to the Contractor for completion of works, with or without Liquidated Damages, subject to keeping the Client advised of the same with full details including the effect on Cost escalation. If any in consensus with client.
- r. Settling the Claims/disputes, if any, made by the Works Contractors, Where there is disagreement between the Consultant and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between Consultant and the contractor. All amounts payable to the contractor on his claims decided by the arbitrator and agreed to by the contractor will be charged to the cost of works.
- s. The Consultant shall obtain the necessary clearance from the Agencies/ Departments/Local Bodies concerned and for taking completion certificates for the occupation of the Completed works at own cost.
- t. The scope of work given above is purely indicative. Any other services required to be rendered in connection with the execution of the Work, shall be provided by the Consultant as advised by the client.
- u. The consultant shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.
- v. The consultant will ensure safety of structure by taking necessary precautions by not allowing excessive construction load on floor and shall avoid such other factors which will endanger the safety of structure during construction.

#### **IV. Post Construction :**

- (i) Ensure proper commissioning and handing over for occupation for the completed project in all respect including external development & approaches.
- (ii) Ensure maintenance during the defect liability period **(36months/60months)** After successful handing over the completed project to the PAHSUS.
- (iii) The PSU will be solely responsible for any financial, technical and legal issues related with the construction project entrusted to that PSU.
- (iv) The PSU will submit all relevant final drawings in 2-sets in soft and hard copy after completion of the project to the University Engineering section of the PAHSUS.
- (v) The PSU will also submit Occupancy Certificate, Electrical Safety Certificate, Fire NOC, Work Completion Certificate, As Built Drawing, Water Proofing Certificate, Test Reports including measurement and other documents required for taking over the projects.
- (vi) The PSU will also submit the Guaranty Warranty related documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed projects.
- (vii) The PSU will hand over a certified copy of the material testing report, design mix report, any other tests carried out as per the relevant IS code provisions for the completed projects to the PAHSUS.
- (viii) The PSU shall be responsible for the structural stability, quality and aesthetics of the buildings/ structures/ projects. The PSU shall submit to the Client a Certificate in this regard by a Structural Consultant not below the rank of Executive Engineer.

- (ix) The PSU shall be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The PSU shall also be technically legally and financially responsible for the work entrusted by the PAHSUS.
- (x) Attending the inspection of the works by chief technical examiner (CTE) or any other agency(s) of the government as and when required and complying with their statutory requirement and effectively arrange for replying to their observations.
- (xi) Settling all audit objections pertaining to the construction works under the scope of consultant to their satisfaction.
- (xii) Furnishing replies to the audit queries raised by the CAG & CVC auditors pertaining to the scope of PSU's services to their satisfaction at any/all times.
- (xiii) Complete construction management of contract with the Works Contractor till the expiry of the Defect liability Period and releasing of payment of final dues to the Contractor by PSU by issuing satisfactory completion certificate after intimation to client and giving two months' time for Client's comments.
- (xiv) Collect and deliver to the Client, Guarantee Bonds executed by the Contractor for Specialized items of Works (if applicable as per the provisions of contract between contractor and the PSU) such as Waterproofing of structures, termite Proofing of Structures etc. which involve the Defect Liability extending well beyond the normal Defect Liability Period of structures. Collect and deliver to the client, Insurance Policies, if any, of Works still valid at the time of handing over of works.
- (xv) The PSU shall also perform post construction activities including inspecting the defective works for their rectification during the Defect Liability Period.
- (xvi) The defect liability period i.e. **three/five** year will commence from the date of handover of the project to the University including Guarantee /Warranty of appliances.

**J. INSTRUCTIONS TO BIDDERS (ITB)  
General Terms & Conditions of EOI/RFP (GTC)**

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



6. A prospective bidder requiring any clarification of the tender documents may notify the Punyashlok Ahilyadevi Holkar Solapur University, Solapur at the mailing address specified in tender notice (registrar@sus.ac.in).The queries must reach, before PREBID MEETING as mentioned in tender Documents.
7. The queries will not be accepted ,if the queries are not submitted in the given format before Pre-bid meeting time and date
8. At any time prior to the last date and time for receipt of queries, Punyashlok Ahilyadevi Holkar Solapur University, Solapur may for any reason whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the tender documents by an amendment.
9. Amendment will be notified on the [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and same will binding on the bidder.

Sr. no	Section no	Clause no	Page no	Existing provision in the clause	Clarification to be sought	Name of bidder

10. **Disqualification:** The University may disqualify bids on account of any of the following reasons:
  - i. If bid is received after the due date and time of submission.
  - ii. If the bidder does not provide all the desired documents as stipulated in the bid document.
  - iii. Bids, in which any of the prescribed conditions/documents are not fulfilled incomplete not satisfactory in any respect.
  - iv. If the bidder attempts to influence any member of the Technical Committee /TOC PAHSUS officials for winning the bid.
  - v. If the bid is conditional.
  - vi. If the bidder provides any misleading/false information or conceals any information.
  - vii. If the bidders make any corrections, additions, alterations/deletions in the downloaded bid document and provide the same.
  - viii. If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), Central / State Government, or any other of their agencies.
  - ix. Non fulfillment of any of the eligibility criteria as per this/EoI/RfP.
  - x. Bid submitted without the Declaration as desired in this /EoI/RfP.
  - xi. If the desired cost and **EMD** is not received by the GUG within the scheduled date and time.
  - xii. The decision of the University in the matter of disqualification shall be final and binding upon the bidder and no further correspondence shall be entertained from any disqualified bidder thereafter.

11. All provisions in this document and future documents to be issued by the University in connection with this work will be supplementary and complementary to each other and are not to be read in isolation.
12. Bidders are advised to visit the designated websites [www.unigug.ac.in](http://www.unigug.ac.in) and [mahatender.gov.in](http://mahatender.gov.in) regularly for latest updates & clarifications/corrigendum (if any) regarding this /EoI/RFP and during subsequent stages of evaluation; otherwise University will not have any responsibility for bidder being not informed personally.
13. Any addition/deletion/modification of this /EoI/RFP made before the due date/time of the will be displayed on [www.sus.ac.in](http://www.sus.ac.in) or [mahatender.gov.in](http://mahatender.gov.in) only.
14. In case the last date fixed for the submission of bid cost and INITIAL DEPOSIT. is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
15. The University reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
16. Mere fulfilling the criteria laid down in this /EoI/RFP does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works at PAHSUS.
17. The decision of acceptance of any or all (Bids) will rest with PAHSUS who does not bind itself to accept the lowest and reserves to itself the right to reject any.
18. All of the Bids received without assigning any reason thereof in favour of the University.
19. Period of Validity of Bids will be **06** months from the date of opening of the financial bid.
20. The following shall be noted related to **EMD**
  - (i) The **EMD** (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder as per the norms.
  - (ii) The **EMD** without any interest shall be refunded/ returned to remaining eligible bidders after evaluation and signing of agreement/MoU with the successful bidder.
  - (iii) No exemption from depositing the EMD shall be allowed to any participating bidder.
  - (iv) The EMD will be released after the submission of performance security.
  - (v) EMD shall be forfeited in the following cases:
    - a) If any information or document furnished by the bidder turns out to be misled/manipulated or untrue in any material respect.
    - b) If the successful bidder fails to execute the contract agreement within the stipulated time or any extension thereof fixed by the University (PAHSUS)
    - c) If University finds that bidder has made any misconduct or furnished any misleading information or has adopted any fraudulent practice to win this bid.
    - d) If the bidder becomes eligible and do not participate in future evaluation stage of this EOI.

21. The University reserves the right to modify unilaterally (if situation so arises) any part of the EOI document at any stage of Evaluation or award of the work to the successful bidder in the interest of the University.
22. All provisions in this EOI document and future documents to be issued by the University in connection with this PSU/PMC work are/will be supplementary and complementary to each other and are not to be read in isolation.
23. In the interest of the University, the PAHSUS reserves the right to:
  - i. Accept or reject any or all bids for this EOI /RFP without assigning any reason, whatsoever at any stage.
  - ii. Amend the selection process at any stage without assigning any reason, whatsoever.
  - iii. Interpret any clause, modify/alter and amend the provisions of this Eoi/RFP or any other document issued at any stage of selection without assigning any reason, whatsoever.
  - iv. Amend the scope of work without assigning any reason, whatsoever.
  - v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the PAHSUS and
  - vi. Close cancel the invitation/ notice at any stage without assigning any reason, whatsoever.
24. Technically Eligible bidders or their representative, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the websites [www.sus.ac.in](http://www.sus.ac.in) and [www.mahatender.gov.in](http://www.mahatender.gov.in) only.
25. 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 PSU will render due assistance in discharge of their duties.
26. The construction work is open to technical/quality audit by any authorized Government agency to which the PSU will render assistance in discharge of their duties.
27. PSU will ensure adherence to relevant CPWD specifications, relevant GFR, BIS codes, CVC guidelines, HEFA/MOE/UGC guidelines & directions, environment and other regulatory requirements and will also ensure observance of all formalities/ documents/ day to day activities as defined in CPWD Works Manual for execution of Works Contract' and/or as directed by the University from time to time.
28. 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.
29. The PSU/ PMC shall always ensure availability equivalent to 5% (Five Percent Only) with them before releasing more than 95% payment to the contractor as Performance Security, which shall be released by PSU/PMC after the successful & satisfactory completion of work

30. The PAHSUS reserves the right to seek additional detailed status reports as it may deem fit throughout the project period as per the need and directions of financing/funding agencies viz. HEFA/MOE/UGC etc.
31. The PSU/PMC shall work towards minimizing if not total elimination of claims and disputes from the contractors. While checking the invoices and bills submitted by contractors the PSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by contractors towards fulfillment of their liabilities to the works contract.
32. The procedures and Works Manuals based on which the documents to be prepared shall be as decided preferably on the basis of PWD/ CPWD manual.
33. The PSU shall monitor and ensure that the contractor(s) carry out construction in compliance of environmental standards, safety of the works, safety of personnel /public, and safety of construction equipment complying environmental and safety standards laid down in the Contract(s) and quality assurance documents and rules of local bodies.
34. The PSU shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractor(s) takes corrective and preventive measures to improve the practices to avoid accidents.
35. The PSU shall ensure minimum 3 or 4-Star rating for Green Construction as per PWD/ CPWD guidelines and shall provide internal certification in this regard as desired by PAHSUS in the respective projects and as per the direction of financing/funding agencies.
36. The PSU shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the contractor(s) as per the extent provisions and as laid down in the contract(s) along with ESI workmen compensation as per existing laws.

37. **Taxes & Duties:**

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

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

PMC shall make all statutory deduction in respect of the bills paid to Contractor. The responsibility of deposition of taxes & duties, signing & issue of Certificates to Contractor, submission of Returns, and other statutory matters relating to Income Tax deducted at source, etc. or in relation to any other statutory deduction which is applicable or may become applicable will be the responsibility of the PMC. PMC shall submit the final accounts either at the end of each financial year or at the time of closure of contract.

38. PSU shall be fully responsible for the soundness and correctness of all works executed by the contractor, the soundness of design and the conformity of the work to the approved Plans, designs and specifications and conditions of contract applicable to the subject work.
39. Interest against the deposit released by university shall be deposited in the university account at the end of each financial year.

40. **PAYMENT MODE**

- (a) The whole PSU with architectural services job will be distributed into several packages to determine/specify the duration, contract value and professional fees. PAHSUS/MOE, GOI (as the case may be) will deposit up to 30% (Thirty percent only) or as applicable as per the direction of Financing/Funding Agency/standard norm of total estimated cost of the project as initial deposit with PSU after entering the Agreement. Out of this deposit received, PSU will release the payment to the various agencies. Out of 30% as above first installment of 10% will be deposited at the time of award of the work /project and balance 20% amount will be deposited after PSU has awarded the work to the bidding agency for execution.
- (b) Whenever about 70% of the initial deposit is spent by PSU, the University/ financing/funding agencies (as the case may be) shall provide additional funds to the tune of next 30% (Thirty percent only) of the estimated cost on written demand with justification progress report duly signed by authorized personnel not below the rank of Executive Engineer by PSU for timely completion of works.
- (c) Similarly, future fund requirements would be met by the invoice raised by the PSU from time to time till completion of release of 100% fund.
- (d) Any specific or emergent funds requirement by PSU as PMC can also be requested by the PSU as PMC by providing justification & 'UC' for the funds.
- (e) PSU as PMC shall ensure the deduction of Security Deposit @ 5% (Five Percent) from the payment of the Contractor appointed by the PSU. Security Deposit of the project cost shall be released after the successful & satisfactory completion of Defect Liability Period for each project without any interest with the approval of PAHSUS.
- (f) Separate **Project** account of the university funds shall be maintained by PSU in the nationalized bank to get the maximum benefit of interest or needful as per the guidelines/directions of financing/funding agencies issued from time to time.
- (g) If any interest accrues in the bank on the deposit/advance given by the University and/or in terms of EMD/ SD/other amount deposited to PSU by the contractor/ deducted by PSU from the contractors' bills etc. then the same shall have to be credited to the project account of the university by PSU by the end of every Financial Year.
- (h) During the execution of projects expenditure and utilization certificate will be forwarded by PSU in an approved CPWD format on monthly basis to the University or in any other manner as sought by the university or by financing/funding agency, from time to time.

- (i) The payment mode of consultancy fees/service charges of the PSU shall be finalized at the time of executing the agreement/ MoU between the PSU and PAHSUS, as per the prevailing guidelines (if any) issued by the financing/funding agency.
- (j) PSU shall be responsible for submitting the desired information regarding the physical & financial progress of the assigned projects/works for uploading the same online on PMS, MOE, Gol or on any other platform.
- (k) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. HEFA/UGC/MOE/Gol from time to time. The selected PSU is bound to accept any of the modified conditions at the time of agreement or thereafter during execution of the project. As the modification will be as per the mandatory guidelines of the Funding agency.
- (l) The PSU has to follow and fulfill all the desired guidelines as per of the respective Financing Funding agency (HEFA/MOE/UGC etc.) for getting the payment, which will be informed by PAHSUS in writing or otherwise to the PSU agency from time to time.
- (m) PSU has to strictly follow & comply all the directions/ guidelines/norms of the HEFA/MOE/UGC/PAHSUS issued from time to time during and after assignment & execution of the PAHSUS Works.

41. The bidders are required to follow the guidelines as mentioned in this EOI.

**42. CONSULTANT FEE**

- i) Consultant's Fee would be amount equivalent to Percentage of Built-up cost as quoted in the Financial Bid (with all taxes and duties excluding GST) which are payable in relation to the performance of the Agreement to be executed between PAHSUS and the Selected PSU for the project cost worth Rs. 200 Crores (as estimated).
- ii) Consultancy fee shall be paid on pro-rata basis of the total work executed based on invoices raised on monthly basis by the selected PSU. Percentage of Consultancy fee shall remain same, even in case of the incremental deviation/ escalation.
- iii) Consultancy fee shall be paid on pro-rata basis to the PMC in case, the agreement is extended beyond the initial scope of work i.e. 200 crore.
- iv) The Consultant shall pay any and all taxes including GST, duties, levies etc. which are payable in relation to the performance of the Contract. No extra fee in any case shall be paid to the Consultant by PAHSUS other than the fixed Consultant's Fee (PMC charges).
- v) PAHSUS shall deduct Income Tax and 5% Security Deposit and 1% of construction labour welfare from each bill at source at applicable rates, as per GOI rules.
- vi) The stage of payment of consultancy fee and GST thereon will be finalized at the time of executing agreement and also during execution of the PAHSUS project/work based on the guidelines/directions of the Financing /Funding Agencies from time to time, which shall be acceptable to the PMC. The PAHSUS has all the rights reserved to finalize the payment terms in the interest of the University

- vii) The consultant shall withdraw its fee from the project account in which the fund for the said project is deposited. The withdrawal of fee by the consultant shall be based on stage of payment detailed in the agreement. The fee shall finally be based on the "Built-up cost" as defined in relevant clause below. However this term will be finalized at the time of executing the agreement or during the progress of the work based on the guidelines/directions of the Financing/Funding Agency ie. HEFA MOE/UGC/Other Bodies GOI from time to time.
  - viii) If the works are stopped at any stage of execution due to fund constraint, discontinuity in work, termination of contract and unforeseen reason in the interest of the university, the Consultant shall be paid the consultancy fee on pro-rata basis for the progress of the work done by the Consultant at the time of stopping the work at that stage.
  - ix) PAHSUS has all the rights reserved to impose financial penalty on the PSU and even terminate the contract, if any litigation occurs or the work gets affected or the funding/ financing is affected or any other reason which otherwise creates hindrance in progress/ completion of the assigned projects etc., due to unprofessional approach of PSU in any of the stages before tendering, during tendering, award of Work Order, executing the Agreement b/w the PSU & the contractor, during execution of the work.
43. BUILT UP COST "Built up Cost" will consist of the expenditure incurred towards the following, all to be borne by the Client within the sanctioned amount. However, such cost should be justifiable in the interest of the University and do not contradict with the terms and conditions in this EoI. In case of any ambiguity, the decision of the university will be final and binding. Further, if additional expenditure is required due to the mistake /unprofessional act etc. on the part of the PSU, then the University may not permit to meet such expenses.
- i) The awarded cost of the project (including taxes, duties, cost escalation due to delay from the client part).
  - ii) Cost of extra items, additions, deviations and substitution, if prior written approval of the Client has been obtained in this regard with proper justification report.
  - iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of Sanction of Building Plan, "Completion" / "No objection" Certificate for occupation of the Works on Completion .paid by PSU
  - iv) Charges, if any, levied by Local Authorities/Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting / relocation of Utilities as well as their disconnection/connection paid by PSU
  - v) Cost of Soil tests Geotechnical investigations paid by PSU
  - vi) Proof checking charges for verification of Structural designs/drawings and Expenses on account of third party quality assurance, if client asks for. paid by PSU
  - vii) Cost of litigation, if any, with a Third Party or individual organization to remove legal barriers in the execution of works.
  - viii) Advertisement Charges for issuing Notice Inviting paid by PSU

- ix) Cost of testing of materials/workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
  - x) Cost involved for Green Building Rating as per GRIHA/ Indian Green Building Council (IGBC), if required by the client from case to case paid by PSU
  - xi) Any amount paid / payable to the Contractor towards his claims as considered reasonable by the Consultant.
  - xii) Any amount paid / payable to the Contractor towards his claims not accepted by the Consultant but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Client / Consultant in the Arbitration of Court proceedings.
  - xiii) Cost incurred in construction and maintenance of temporary Site Office, area fencing, stores, Octroi, storage and insurance, meeting office expenses, watch & ward of the entire construction site, transportation cost, accommodation etc. so as to execute the construction work. These structures along with all T & P's after completion of works will be property of Client and the same shall be handed over/dismantled/disposed as per the instructions of the Client, prior to handing over of the project.
  - xiv) Any other miscellaneous expenditure incurred in the overall interest of the Project and not covered in the 'scope of services' but to be rendered by the consultant under the Consultancy & Project Management Services.
44. Regarding escalation in project, relevant clause of latest CPWD shall be applicable prior justification report from PSU and permission from various Authority of University. Delay due to factors which are not under control of the PSU: Suitable extension will be granted, if delay is not attributable to the PSU. Suitable compensation as per mutually agreed terms and conditions shall be given to the Consultant to meet out his expenses for the extended period.
45. **OBLIGATIONS OF THE CLIENT**
- a. The client will furnish layout plan of the existing structures, if any, and services, if any, in the area where new Works are proposed.
  - b. The Client will nominate Coordinating Officer who shall perform the duties as desired in this EOI.
  - c. The Client will hand over vacant possession of land/Site to the Consultant. The PSU may, if so required, take responsibility for demolition/disposal of existing buildings/structures (if any) with prior permission from University.
  - d. The Client will communicate their decisions whenever referred to, within reasonable time of such request from the PSU.
  - e. The Client shall not be responsible for any liability arising out of PSU's contractual obligations with the PSU's i.e. personnel, sub-consultants, licensors, collaborators, vendors and subordinates, working contractors for PAHSUS Projects, and who are engaged by the PSU and whose remuneration/fees are paid by the PSU from his/their consultancy fee.
  - f. Extension of Contract: in the interest of the University, in order to complete certain on-going projects, the client reserves the right to extend the period of contract maximum of two (one + one) years beyond three years period of contract from the date of this agreement.



**46. OTHER RESPONSIBILITIES OF PSU**

- i. Settlement of all accounts of the contractors including reconciliation of materials supplied to the contractors, if any.
  - ii. Ensuring of defect liability activities by the contractors during the respective liability periods,
  - iii. Organizing/providing all operation and maintenance manuals through contractors and training to the University staff.
  - iv. Preparation of Final Report, which shall contain detail technical & financial information of the project.
  - v. After award of the work, the PSU/PMC will ensure all possible mandatory tests, as per relevant Indian standard codes and submission of reports there to PAHSUS.
  - vi. Checking & finalization of final estimates, assisting in the audit/technical observation, etc. (if any).
  - vii. Conduct Arbitration matters between various agencies till final settlements of disputes.
  - viii. PSU shall prepare draft replies and get it vetted from the University in replying to the observations made by Council of Technical Education/Higher and Technical Education branch/ CAG Audit/ Vigilance etc., if required.
  - ix. PSU shall handover the buildings & other structures complete in all respect, free from all encumbrances including the vacation of temporary workers, hutments etc. at site, if any to the University.
  - x. PSU shall maintain all registers/records during execution of works as stipulated in PWD/ CPWD Works Manual. (Latest version)
  - xi. At the end of every financial year and at the end of the project. PSU shall submit an expenditure and utilization of funds statement including the interest accrued in bank, in the format of PWD/CPWD Works Manual.
47. Various information sought in the enclosed formats with certification should be furnished completely without any ambiguity.
48. The bids should be preferably type written and should be signed by the authorized person/ bidder.
49. If any information furnished by the bidder is found to be incorrect either immediately or at a later stage/date, the bidder is liable to be debarred and from taking part in any bid of PAHSU, Solapur, Maharashtra and the EMD deposited by the bidder shall be forfeited, also agreement may be terminated.
50. Signing the Bids: The bid shall be signed by a person who is competent enough and authorized by the concerned PSU for which an authorization letter shall be submitted in original.
51. The particulars furnished regarding the work to be executed through this bid are provisional and liable to be modified as and when required in the interest of the University on the basis of needs and funds availability.
52. Letter of transmittal (ANNEXURE-II) and ANNEXURE-III ((a) to (e)) containing forms 'A' to 'D' as per this EOI, where information/documents have been sought should be furnished along with relevant certified documents.

53. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information shall result in the bidder being summarily disqualified. Sealed Envelope containing EMD& Cost shall be submitted only through speed/Registered post courier service or in person only.
54. The bidder should sign and affix his office seal on each page of the EOI document downloaded from PAHSUS website ([www.sus.ac.in](http://www.sus.ac.in)). Overwriting must be avoided. Corrections, if needed, should be made by striking out by single line. The incorrect sentence/word and rewriting by the authorized signatory with signature and date. The bidder may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Pages of the pre-qualification documents are numbered. Additional sheets, if any added by the bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of transmittal. Superfluous information need not be furnished and no information shall be entertained after submission of EOI document/bid.
55. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the bidder should be signed by an officer not below the rank of the Executive Engineer or equivalent.
56. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the project.
57. Documents submitted by the bidders in connection with this EOI will be the property of PAHSU, Solapur Maharashtra.
58. PAHSU, Solapur Maharashtra reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
59. PAHSU, Solapur, Maharashtra is not bound to accept any or all the EOIs. PAHSU, Solapur, Maharashtra, reserves the right to reject any or all EOIs in the interest of the University (PAHSUS) without assigning any reasons, there off. No bidder shall have any cause of action or claim against PAHSU, Solapur, Maharashtra or its officers, employees, advisers, agents, successors or assignees for rejection of this EOI.
60. 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.
61. 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 PAHSUS 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 PAHSUS, or any of its respective officers, employees, advisers or agents, whether negligent or otherwise

62. The PSU will be engaged for the purpose of executing work as per scope of work and concerned PSU's technical officers will be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The PSU engaged, will be technically legally and financially responsible for the work entrusted by the PAHSU, Solapur.
63. The discretion and decision of Competent Authority. PAHSU, Solapur, Maharashtra in respect of the 'EOI', shall be final and binding.
64. Time Limit for Validity of the Agreement: Unless extended by mutual consent of both the Client and the Firm/Contractor (PARTIES), the Agreement will be valid for a period of 180 days beyond the date of the liability Period after completion of the last works contract under this agreement.
65. **LABOUR LAWS**
- a. The Consultant shall undertake to ensure compliance of all labour laws and its enactments which are applicable to their workmen and also obtain through suitable provision in the Works Contracts, commitments by the Contractors in respect of their workmen to whom any part of the Works Contracts envisaged under this Agreement is entrusted.
  - b. The consultant shall be responsible for enforcing all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of Contractors employees.
  - c. The Consultant shall ensure compliance by the Works Contractors of all safety rules as required under various Statutes in India through suitable provisions in the Works Contracts.
  - d. The Consultant shall incorporate third party risk clause in all Works Contracts awarded by the Consultant, so as to ensure that the Client is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representative of the Contractors engaged for the execution of the work.
66. **STAFFING SCHEDULE:**
- a. The total implementation period for the Consultant will consist of (i) individual construction periods of works contract and (ii) a defects liability period during which the PSU will only require part time input over the first 3 years of completion of each contract, as per the arrangement proposed.
  - b. During defects liability period, the PSU Team will be required to continue on a periodic basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the construction works.
  - c. The PMC shall ensure training of PAHSUS person if required during the validity of agreement.
67. **TIME SCHEDULE**
- a. Time is the essence of contract. The phasing of work and time allocations therefore shall be finalized by the PAHSUS in consultation with the Consultant for execution of works by the Contractors.

- b. The Consultant shall furnish to the client a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on Detailed Designs and Drawings (prepared by the Consultant) with technical sanction from concern Authority and all process of work allotment
- c. The construction in all respects shall be got completed by the Consultant as per the above time schedule through engaged contractors.
- d. The consultant/PSU shall honor the time stipulation fixed by PAHSUS financing agency funding agency/UGC/HEFA/MOE other Govt. Body as per their directions from time to time. The PSI shall keep informing any deviation in time schedule timely in writing.

**68. PERIOD AND VALUE OF AGREEMENT:**

- (a) Initial Contract Period for PSU/PMC will be for the period of three (3) years from the date of Agreement, extendable up to 1+1 year or till the completion of awarded works beyond the period of 05 (Five) years.
- (b) Scope of work may go beyond initial Rs.200 Crore to the PMC on the same terms and conditions depending upon availability of fund and satisfactory performance of PSU/PMC, subject to the approval by the Competent Authority.

**69. TERMINATION OF CONTRACT/AGREEMENT WITH APPOINTED PSU:**

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

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

- e. In case of the Termination under above clause (a), or (b) or (c), the Consultant shall not be entitled to fees or compensation except the fee payable to them for the work actually done. The amount of fee so payable shall be decided by mutual discussions between the Client and the Consultant.
- f. In case of the Termination under above clause (a), or (b) or (c), the Client may make use of all or any drawings, estimates or other documents prepared by the Consultant. After a reasonable payment for the services of the Consultant for preparation of the same.
- g. The contract may also be terminated at any stage during the course of agreement if the empanelled PMC has made misleading or false representation or has deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.

#### **70. FORCE MAJEURE**

- (i) Neither the Firm/Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics. strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation of work.
- (ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events
- (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

**71. LIQUIDATED DAMAGES:**

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

**72. PROFESSIONAL MISCONDUCT:**

If any time, it is noticed that deliberate attempt has been made by the PSU to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended for payment, the amount shall be recovered from the consultancy fee of PSU due to it and also from other means available to the Client. The matter will be viewed as a professional misconduct and strict action as per law will be taken against the PSU.

**73. CONFIDENTIALITY:**

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

**74. INDEMNIFICATION:**

The Firm/Contractor shall indemnify the Client for any loss resulting from and as a consequence of errors. omissions arising out of gross negligence on the part of the Firm/Contractor or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the client to remedy the loss arising from such negligence

**75. THIRD PARTY LIABILITY:**

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

**76. LIABILITY OF CONSULTANT/PSU**

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

- b. The Consultant shall not delegate their work to any other agency.
  - c. Without prejudice to any provisions expressed in the Agreement, PSU shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under the Agreement due to reasons attributable to PSU. PSU shall remain liable for any damages due to its gross negligence within the period of validity of the Agreement. The amount of liability will be on the basis of actual loss/damage to be borne through consultancy fee charged by PSU but shall be limited to 5% of the total service charge.
77. In case of any ambiguity /anything not contained in this document, PAHSUS reserves the right to take discretionary decision without assigning any reason. Thereof and it will be binding on concerned/all bidders. The University also reserves the right to cancel/reject any bid due to any reason including human error in calculation incurred during process. The PAHSUS shall be free to cancel the whole or part of without assigning any reason.
78. **ARBITRATION:**
- Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. If the Parties are unable to so resolve within such period then the same shall be settled by referring to by either party to the Arbitration. In case the dispute is not resolved through mutual discussion then such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and subsequent amendments.
79. **COURT JURISDICTION:**
- The university shall not be bound to give justification for any aspect of the selection process and the decision of the university shall be final and binding on all without any right of appeal. Further, in case of any dispute, any suite or legal proceedings against the university, the jurisdiction shall be restricted to the Court of Solapur /Hon'ble High Court of Nagpur (Maharashtra state) only

**DECLARATION**

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

Dated:.....

Witness Names & Signature

Signature of Bidder :

Adhaar Number:

Firm's seal :

Occupation:

Address :

Name :

Email ID :

Mob. No. :



**LETTER OF TRANSMITTAL**

From:

To,

The Registrar,  
Punyashlok Ahilyadevi  
Holkar Solapur  
University Solapur,  
Maharashtra

Ref. EOI No. PAHSUS/2024/

Date: .....

**SUBJECT: INVITATION OF EXPRESSION OF INTEREST (EOI) FOR ENAGING PSU AS PROJECT MANAGEMENT CONSULTANT FOR PROJECT MANAGEMENT & SUPERVISION WITH ARCHITECTURAL SERVICES FOR EXECUTION OF PROJECT WORKS IN PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.**

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

1. I hereby certify that I have read all the terms and conditions laid down in this EOI and are acceptable to me.
2. I hereby certify that all the statements made and information supplied in the enclosed ANNEXURES accompanying statements are true and correct.
3. I have furnished all information and details necessary for EOI evaluation and have no further pertinent related information to supply.
4. I also authorize PAHSU, Solapur Maharashtra or its representatives to approach Individuals, employers and firms to verify our competence and general reputation of our PSU.
5. I submit the following certificates in support of our suitability, technical know-know and capability for having successfully completed the following projects along with prescribed format:

S.No.	Name of work	Certified by / from

**Signature of Authorized Signatory**

**Enclosures:**

**FORM – ‘A’**  
**ORGANISATIONAL STRUCTURE**

S.No.	Particulars	Details
1	Name & Address of the bidder with Telephone No./Fax No./Email ID	
2	a. Year of Establishment	
	b. Date & Year of commencement of practice	
	c. GST Registration No. & Certificate. (A certified copy must the legal be attached)	
3	Legal status of the bidder (attach copy of original document defining the legal status)	
4	Name of Directors & other executives with designation	
5	Designation of individuals authorized to act for the organization.	
6	Total No. of Technical staff involved in project at Engg. / Site office :-	
	I) Project Managers: (BE) 15yrs experience above)	
	II) Sr. civil Engineers Civil (BE+ 10yrs experience)	
	III) Engineers Civil (BE+3yrs or Diploma Engg.+ 7yrs experience)	
	IV) Engineers Electrical (BE+ 7yrs experience)	
	V) Engineers Mechanical/HVAC (BE+7yrs experience)	
	VI) Safety & Labour Officer (Degree/Diploma with certificate on safety with 5yrs Experience either on pay roll or out sourced)	
	VII) Others:	
7	Please Mention the number of Technical personals viz Engineers and Architects who are Regular Employee of PSU on permanent Pay Roll. The Minimum desired. Qualification is: Bachelor's Degree	
	a) Civil Engineers	
	b) Electrical Engineers	
	c) Architects	
	d) Mechanical Engineers	
8	Was the bidder ever required to suspend the project for a period of more than six months Continuously after you commenced the planning? If so, give the name of the project and reasons of suspension of project.	
9	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.	
10	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.	
11	Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
12	In which field of Consultancy the bidder has specialization & interest	
13	Any other information considered necessary but not included above.	
14	Address of local office if any	

## FORM – 'B'

## DETAILS OF TECHNICAL PERSONNEL

Sl. No.	Details of Technical Personnel	Experience (Years)			Total No. of Employee Strength as on 31-03-2024	Remarks
		10 & Above	More than 5 & below 10	Up to 5		
1	Project Manager (Civil Engg.)					
2	Structural Engineer (Post Graduate)					
3	Civil (Graduate Engineer)					
4	Electrical (Graduate Engineer)					
5	Mechanical (Graduate Engineer)					
6	Architect (Graduate)					
7	PHE (Graduate)					
8	HVAC					
9	Fire Fighting / Engineering					
10	Administrative / Support Staff, categories to be mentioned					
Note : Please provide all the relevant information and data as desired elsew here in this EOI and Necessary for evaluation of the bid.						

## FORM – 'C'-I

**DETAILS OF PSU /PMC ASSIGNMENT COMPLETED/EXECUTED DURING THE LAST  
TEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2024  
(Similar Project Successfully Executed/Completed)**

S. No.	Description	1	2	3	4	5	6	7	8	9	10
1	Name of Work / Project and location										
2	Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made.										
3	Cost of work Rs. in Crores										
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)

## FORM – 'C'-II

**DETAILS OF PMC WORKS OF PSU ASSIGNMENT ON-GOING DURING THE LAST TEN  
YEARS ENDING LAST DAY OF THE MONTH MARCH 2024**

**(On Going Similar Projects)**

<b>S. No.</b>	<b>Description</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
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 Rs. in Crores										
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)

**FORM – 'D'**  
**FINANCIAL INFORMATION**

**Financial Analysis** – Details to be furnished should be supported by copies duly certified by the Chartered Accountant.

Particulars	Financial Year			
	2020-21	2021-22	2022-23	2023-24
Gross Annual Turnover on PMC work (In Lakh)				
Net Profit (after tax) (In Lakh)				
Annual Turnover				
Loss (In Lakh)				
Net Worth				
Certified by				

**II. The following certificates are enclosed:**

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

Signature of Chartered Accountant with Seal

**STRENGTH OF REGULAR ENGINEERS / EMPANELLED STAFFS  
DULY CERTIFIED BY PSU AS ON PUBLICATION OF THIS EOI**

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

**POWER OF ATTORNEY**

Know All Men by these presents that I, ..... (Name and Designation of the signing authority of PSU) OF (Name of PSU) ..... REGD. OFFICE: ..... a company duly incorporated under the laws of the jurisdiction of its incorporation validity existing firm hereby appoint (Name of the person to whom Power of Attorney is given) ..... as the true & lawful attorney (here in after referred to as the "Attorney") of the company and in the name of the company to exercise the all or the powers for and on its behalf in connection with the EOI Notice No. GUG/2024/....., Date ...../ /2024 "which have been invited by the Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra and to undertake the following acts:-

- (i) To submit the proposal and participate in the EOI, published by the Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra, on behalf of the company,
- (ii) To authorize any other individual a nominated user to submit a bid, and subsequently negotiate and signed the contract with any entity, agency or Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra (wherein after referred to as Owner) for which are floated.
- (iii) To negotiate with the Owner, the terms and conditions including price for award of the contract pursuant to the aforesaid bid and to sign the contract with the Owner for and on behalf of the company.
- (iv) To receive, accept and execute the contract for and on behalf of company.
- (v) Do any other act or submit any document related to the above.
- (vi) Hand over site to the authorities for execution and obtain completion certificate (as applicable).
- (vii) To make estimation of the work done from time to time (as applicable).
- (viii) To make design and drawing measurement of the work done from time to time (as applicable).
- (ix) To draw bills in the name of the company.
- (x) To receive the payment in favour of the company against the aforesaid bills from the authorities concerned.
- (xi) To make correspondence with the said authorities.
- (xii) To carry out all the activities which the PSU 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 / State Government, Electricity Board, Telephone



Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above in respect of contract.

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

It is expressly understood that the Power of Attorney shall remain valid binding and irrevocable till submission of the contract performance guarantee in terms of all the contracts for which is floated Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra.

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

IN WITNESS WHEREF OR I, ..... (Name and Designation of the signing authority of PSU), have signed these presents on this ..... Day of .....

**(Signature and Seal)**

**Witnesses:**

- 1) Signature  
Name, Designation, Occupation
  
- 2) Signature  
Name, Designation, Occupation

**FINANCIAL / PRICE BID**

Inviting authority: Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur,  
Maharashtra

**Name of Work:** Expression of Interest (EOI) cum Request for Proposal (RFP)"for  
Engagement of State/Public Sector Undertaking as Project  
Management Consultant for the Design, Construction  
Management and supervision Services for the Development  
of the Punyashlok Ahilyadevi Holkar Solapur University,  
Solapur,

Name of the Bidder / Bidding Firm / Company:		
<b><u>PRICE SCHEDULE</u></b> (This BOQ template must not be modified replaced by the bidder and the same should be provided after filling the relevant columns, else the bidder is liable to be rejected for this. Bidders are allowed to enter the Bidder Name and Values only)		
Sl. No.	Item Description (EOI/RFP under QCBS System)	Consultancy Fees in figures to be entered by the Bidder as percentage of Built up cost excluding GST
Description		
1.01	Consultancy Fees as percentage of Built up cost for PMC & Supervision with Architectural Services for Development of Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra, as per Eol/RfP. (Charges for Tentative Project Cost of Rs 00.00 Crores)	Fee as percentage of Built-up cost (in figure):
Consultancy Fees as percentage of Built up cost (in words):		

Note:-

1. PMC shall execute the work on "EPC Mode" on behalf of Employer.
2. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

Signature & Seal \_\_\_\_\_

Name of the authorized person\_\_\_\_\_

Complete address ---