



जम्मू केंद्रीय विश्वविद्यालय

Central University of Jammu

राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)
Rahya-Suchani (Bagla), District: Samba – 181143, Jammu (J&K)

CENTRAL UNIVERSITY, JAMMU

EOI No: - 02/2022-23

EXPRESSION OF INTEREST

CENTRAL UNIVERSITY, JAMMU, invites “Expression of Interest” from reputed Central Government Organization/ Schedule ‘A’ Central Public Sector Undertakings for the Selection of Agency for Project, Management, Consultancy and Supervision (PMC), for construction of Projects (Civil, Electrical, Mechanical) in **CENTRAL UNIVERSITY, JAMMU**.

Details & the Formats regarding the EOI can be seen, downloaded from the Website:
<https://cujammu.euniwizarde.com> Portal.

The Bidding documents can be downloaded from the website <https://cujammu.euniwizarde.com> Portal from **13-05-2022 (12:00 Hrs) to 02-06-2022 (14:00 Hrs)**. The complete bidding process will be on line. Bid document can be seen at and downloaded from the website <https://cujammu.euniwizarde.com/> Bid document contain information of qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.

S.No.		Sub-head	Page
<u>1.</u>		<u>Essential eligibility criteria:</u>	04
	1.1	<i>Definitions</i>	06
<u>2.</u>		<u>SUBMISSION OF APPLICATIONS</u>	07
	2.1	<i>Instructions to bidders:</i>	09
	2.2	<i>Payment and its mode</i>	11
	2.3	<i>Other responsibilities of PMC</i>	12
<u>3.</u>		<u>Description of work</u>	13
	3.1	<i>Scope of work:</i>	13
	3.2	<i>Data collection:</i>	13
	3.3	<i>Planning and co-ordination</i>	14
	3.4	<i>Construction / service works supervision</i>	14
	3.5	<i>Post construction</i>	15
	3.6	<i>Projects completion time</i>	15
	3.7	<i>Total built up cost (project cost)</i>	15
4.		<u>Guidelines to bidders</u>	16
	4.1	<i>Signing the bids:</i>	17
	4.2	<i>Organization information:</i>	19
5		<u>Evaluation criteria</u>	19
	5.1	<i>Evaluation of technical bid:</i>	19
6.		<u>Evaluation of the bidders</u>	23
7.		<u>Language of the bid/ taxes & duties</u>	24
8.		<u>Price reduction schedule</u>	25
9.		<u>Staffing schedule</u>	25
10.		<u>Assignment</u>	26
11.		<u>Liabilities</u>	26
12.		<u>Contract agreement</u>	26
13.		<u>Termination of contract</u>	26
14.		<u>Court jurisdiction</u>	27
15.		<u>Arbitration</u>	27

16.		<u>Force majeure</u>	27
17.		<u>Breach and remedies</u>	28
18.		<u>Pre-bid conference</u>	28
19.		<u>Integrity pact</u>	29
20		<u>Notices</u>	36
		<i>Appendix-i</i>	37
		<i>Appendix-ii</i>	43
		<i>Appendix-iii</i>	44
		<i>Appendix-iv</i>	45

Selection of central government organization/ CPSU for the construction projects, management, supervision (PMC) and for the execution of projects in the central university, Jammu for a period of three years extendable for another two years based on performance of PMC or till completion of project at the sole discretion of central university, Jammu. The work can also be taken on same rates with mutual consent if the work is assigned within 5 years.

Invitation for Expression of Interest (EOI) for the Selection of Agency for Construction Projects, Management, Supervision(PMC) and for the execution of Project's(Civil, Electrical & Mechanical) at **CENTRAL UNIVERSITY, JAMMU**

CENTRAL UNIVERSITY, JAMMU invites on line bid from the Central Govt. Organization/ CPSU of National Repute (Schedule 'A' CPSU), for the Empanelment of Agency for the construction Projects, Management and Supervision for Projects (Civil, Electrical & Mechanical), at **CENTRAL UNIVERSITY, JAMMU** for a period of three years which can be extended by another two years for initial amount of Rs. 130 crores (Approx.). The project cost and scope may be increased based on project requirement and amount received from the Govt or their funding agency from time to time & performance of PMC with mutual consent within stipulated period for which, the following are the eligibility Criteria.

IMPORTANT INSTRUCTIONS FOR ONLINE BID SUBMISSION ON CPP PORTAL

- All the interested bidders shall be required to submit all their relevant documents **ONLINE** on Central Public Procurement Portal (CPPP)/ITL Portal/<https://cujammu.euniwizarde.com> Portal mandatorily in addition to the instructions provided further in this EOI document regarding physical document submission. Bidders may refer to the '**Appendix-IV**' for Instructions regarding Online Bid Submission.

1. ESSENTIAL ELIGIBILITY CRITERIA:

1. Bidding Central Govt. Organization/ CPSU should have satisfactorily rendered the Services of Project Management & Supervision, for the execution of similar work as mentioned in the scope of work in this EOI.
2. Central Govt. Organization/ CPSU should be a profit-making organization during the last three years & CPSU should have net-worth of Rs 200 Crores or more in the last financial year.
3. Only Schedule 'A' CPSU or Central Govt. Organizations are eligible for bidding. Joint Venture/ consortium bids are not acceptable.
4. Central Govt. Organization/CPSU should have experience as Project Management Consultant for Construction of a similar project/works with minimum value of Rs. 130 Crores Approx. during the last seven years. Similar project/works means experience in Providing Project Management Consultancy (PMC) Services for Construction of Government University/Government Educational Campus/Medical Colleges/Engineering Colleges/Institutional Buildings.

5. Central Govt. Organization/ CPSU should have also Experiences in PMC of Building Projects such as National University/Institutions like IIT, IIM or institutes of similar status.
6. Central Organization/ CPSU should have experience of providing Engineering & Project Management Consultancy for at least one centrally air-conditioned Building with minimum of G + 2 stories structure with minimum area of 9000 sqm and such building shall be in use.
7. Average Annual Turnover of the Central Govt. Organization/ CPSU should be at least 130 Crores from consultancy works during the last three years duly certified by the statutory Auditor of the Central Govt. Organization/ CPSU.
8. The Central Govt. Organization/CPSU should not have been Black listed by any Institution at the time of bidding.

Important Note:

- Changes/Corrigendum if any, in the EOI will be duly notified on the University's Website: <https://cujammu.euniwizarde.com/PPP/ITL> Portal
- List of Eligible Bidders shall be displayed on the <https://cujammu.euniwizarde.com/PPP/ITL> Portal after the Evaluation of Technicalities.
- Opening of Financial Bids & Declaration of Final Results will be displayed on the University's Website <https://cujammu.euniwizarde.com/PPP/ITL> Portal in respect of technically Qualified Bids.
- Only the Technically Eligible Bidders shall be allowed to participate in Financial bid.
- EMD: As per recent Ministry of Finance OM vide No. F. 9/4/2020-PPD dated 12.11.2020 Bidders are allowed to submit bid security declaration in lieu of EMD otherwise the bidders shall submit EMD of Rs.13.00 lakhs in the form of DD or Bank Guaranty of a scheduled bank.
- The DD for Bid Cost must be submitted separately.
- The DD should be drawn in favour of "Registrar, CENTRAL UNIVERSITY, JAMMU *through Nationalized Bank Payable at Jammu.*
- The Bid received without the Bid Cost shall not be acceptable.

1.1 DEFINITIONS

1. **Central University of Jammu (CUJ)** means it's Executive Council, Vice Chancellor and its functionaries and any other officials or agencies designated by the Vice-Chancellor or the Executive Council for the purpose.
2. **Project Management Consultant (PMC)** means the applicant bidding for providing project management consultancy services for the Campus Development project of central University of Jammu and declared the successful bidder. PMC's responsibilities include coordinating with the selected architects and his team of consultants, plan for execution, quality control, supervision and monitoring, timely completion, post completion review and rectification of defects/ deficiencies and all other responsibilities related to the completion of the project as agreed under the contract with the University.
3. **Request for Proposal (RFP)** means this document specifying the requirements, terms and conditions, scope, and other related particulars of selecting and engaging a PMC for the campus Development project of Central university of Jammu.
4. **Project Management Services (PMS):** means services to be rendered by PMC to Central university of Jammu with regard to its Campus Development project.
5. **Functional Branch Office:** means an office of the PMC that can independently and dedicatedly provide the PMC services in relation to the Campus Development project of Central university of Jammu.
6. **Bid:** means the application for providing PMS by or PMC and the term is interchangeably used with the proposal.
7. **Bidder** means the PMC applicant and the term is interchangeably used with applicant.
8. **Technical proposal:** means the technical part of the bid or application that includes information/documents required for evaluating the technical eligibility of the bidder.
9. **Financial proposal:** means the financial part of the bid or the application that specifies the fees applicant offers to charge from Central University of Jammu for providing PMC services for its Campus Development project and its comprises the fees quoted for the total project and also for the various stages of the project.
10. **Fee** means the charges to be paid to the PMC for the services rendered by it on the Campus development project of the University in total or in stages, as may be settled.
11. **Architect** means the agency selected through a competitive process based on the pre-determined criteria. The architect shall be responsible for specific drawings and work according to the Master plan of the University.
12. **Defect liability period** means the warranty period beyond the date of project completion.
13. **Capital cost** means the total Approved project cost.
14. **Project:** means the projects in Central University of Jammu undertaken for designs, Financing, Engineering, Procurement, Construction, operation, maintenance, repair, development, refurbishment and insurance in accordance with the terms and conditions of the agreement.

15. **Month:** means a period of (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
16. **Effective date** means the date of signing of this Agreement by both the parties.
17. **Law** means in relation to agreement, all laws in force in Government of India and any statute, ordinance, regulation, notification or code, rule or any interpretation of any of them by an Governmental instrumentality and having force of law and shall further include all applicable rules, regulations, orders, notifications by an Governmental instrumentality pursuant to or under any of them.
18. **Site:** means the land over which the project will be developed.
19. **Termination notice:** shall mean the notice given before termination of this Agreement in accordance with relevant clauses of the agreement.

2. **SUBMISSION OF APPLICATIONS:**

The Bidder may download the Bid Documents for Expression of Interest (EOI) from the Website of University <https://cujammu.euniwizarde.com> Portal. The Bid along with the supporting Documents fulfilling the Eligibility Criteria should be uploaded on <https://cujammu.euniwizarde.com> Portal.

Important: The Bid must be duly signed by an Authorized Signatory, who has been duly authorized by the concerned Central Govt. Organization/ CPSU. For which a Power of Attorney in the Format (Appendix-IV) must be submitted along with the Technical Bid.

Cost of the bid amount of Rs. 5000/- "Registrar, CENTRAL UNIVERSITY, JAMMU", drawn on any Nationalized Bank payable at JAMMU through <https://cujammu.euniwizarde.com> Portal Only those Technical Bids whose Bid amount is attached will be opened.

EMD: As per recent Ministry of Finance OM vide No. F. 9/4/2020-PPD dated 12.11.2020 Bidders are allowed to submit bid security declaration in lieu of EMD otherwise the bidders shall submit EMD of Rs.13.00 lakhs in the form of DD or Bank Guaranty of a scheduled bank

Technical Part: Containing EOI, with all the relevant information and Documents of Turnover, Profit, Experience, Key Personnel, Awards & Completion certificates, Documents relevant for evaluating the Bidder etc. as per the attached Formats to be uploaded through <https://cujammu.euniwizarde.com> Portal.

Financial Bid: Containing the Financial Bid as per *Appendix-II*. The Financial bid of only Technically Qualified Bidders fulfilling the criteria laid down in this in this EOI shall be opened subsequently. The relevant information in this regard will be displayed <https://cujammu.euniwizarde.com> Portal. The Bidder shall quote the Service Charges in percentage (%) towards Construction Project Management and Supervision (PMC) for the Execution Project (Civil, Electrical & Mechanical), works at CENTRAL UNIVERSITY, JAMMU.

IMPORTANT DATES OF E-BIDS:

1. Date of Issue of Notice Inviting Bid	13-05-2022
2. Period of downloading EOI Document: -	13-05-2022 (12:00 Hrs) To 02-06-2022 (14:00 Hrs)
3. Document to be downloaded and uploaded	https://cujammu.euniwizarde.com
4. Time, date and Place of pre-bid Meeting	23-05-2022 at 15:00 Hrs at committee room DDE building, CU Jammu Campus, Samba.
5. Deadline for Submission of Bids	02-06-2022 at 14:00 Hrs
6. Date for opening Technical Bid/Bids	02-06-2022 at 15:30 Hrs
7. Time and Date of opening Financial Bid	To be notified after bid evaluation is completed to technically qualified bidders.
8. Last Date of bid validity	<u>90days</u>
9. Officer Inviting Bids	Registrar Central University, Jammu Rahya-Suchani (Village – Bagla), Distt. Samba (J&K)- 181143

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

- (i) If the Bid is received after the last date and time.
- (ii) If the Bidder disregards any of the Terms & Conditions of the Bid and/or leaves any ambiguity in calculation of the Consultancy Fee.
- (iii) If the Bidder attempts to influence any member of the Expert Panel.
- (iv) If the Bid is conditional.
- (v) If the Bidder provides any misleading information or conceals any information.
- (vi) If the Bid is received without the Bid Cost & EMD.
- (vii) If the Bidders make any corrections, additions, alterations in the downloaded Bid document.
- (viii) If the Bidder is under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of India (GOI), Central Government, or any other of their Agencies/ Instrumentalities.
- (ix) Non-fulfilment of any of the Eligibility Criteria as per EOI.
- (x) The Bid submitted without the Power of Attorney as per *Appendix-IV*.
- (xi) If the bid is not submitted online on <https://cujammu.euniwizarde.com> Portal.

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

2.1 INSTRUCTIONS TO BIDDERS:

The University reserves the right to modify unilaterally any part of this Document at any stage of the Selection of the Central Government Organization / PSU as per its own requirements in the interest of the University.

All the provisions in this document and future documents to be issued by the University in connection with this Consultancy Work are supplementary and complementary to each other and are not to be read in isolation.

The Bidders are advised to visit the University's Website: <https://cujammu.euniwizarde.com> Portal regularly for the latest updates & clarifications regarding this EOI and subsequent stages. In the interest of the University, the University reserves the right to:

- (i) Accept or reject any or all Bids for this EOI without assigning any reason, whatsoever.
- (ii) Amend the selection process at any stage without assigning any reason, whatsoever.
- (iii) Amend the provisions of this EOI or any other documents issued at any stage of selection without assigning any reason, whatsoever.
- (iv) Amend the scope of work without assigning any reason, whatsoever.
- (v) Debar the Bidder, if during the process of selection or later at any stage, it is found or discovered that Bidder has/ had provided incorrect/misleading information or material, misrepresentation or concealment of information, sought by the University.
- (vi) Close the invitation at any stage without assigning any reason, whatsoever.

The Technically Qualified Bidders, if interested can attend the opening of the Financial Bids. In case the last date fixed for the submission of the EOI is declared as the holiday/off- day, the next working day shall be deemed to be the last date. The University reserves the right to cancel the award, if at any stage the document submitted to University by the Bidders to be found incorrect or forged, The Construction Work is open to Technical/ Quality Audit by any Authorized Government Agency to which the Central Govt. Organization/ CPSU will render assistance in discharge of their duties, If required.

Central Govt. Organization/ CPSU will ensure adherence to relevant Specifications, relevant GFR, BIS Codes, CVC Guidelines, Environment and other Regulatory Requirements and will also ensure observance of all Formalities/ Documents/ Day to Day activities as defined in CPWD Works Manual for Execution of 'Works Contract' and/or as directed by the University from time to time.

The University reserves the right to reject any Application/ Bid without assigning any reason and to restrict the list of Agencies to any number deemed suitable in the interest of the University.

Mere fulfilling the criteria laid down in this EOI does not entitle/ guarantee the Bidder to be shortlisted/ selected/ awarded the Consultancy Services at CENTRAL UNIVEERSITY, JAMMU.

The Bidders are advised not to make any corrections, additions, and alterations in the downloaded Bid document. In case, any corrections, additions, alterations are made in the downloaded Bid documents; such Bids shall summarily be rejected.

The selected Central Govt. Organization/ CPSU shall have to deposit @ 3% of the Consultancy Service Fee/ Charge, as the Performance Security in the form of DD drawn upon any Scheduled Bank in favour of "Registrar, CENTRAL UNIVERSITY, JAMMU," payable at Jammu or as the Bank Guarantee for which the format shall be provided to the selected Central Govt. Organization/ CPSU at the time of executing the MOU. This amount shall be refunded to the Central Govt. Organization/ CPSU without any interest on successful completion of project including defect liability period, as will be laid down in the Agreement/ MOU. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security. On submission of Performance Security, as per above the EMD of the successful bidder will be returned.

The Period of Validity of Bids: The Bidder shall not be entitled to revoke or cancel its Bid or to vary the Bid given or any Term thereof.

The CENTRAL UNIVERSITY OF JAMMU reserves the right to seek additional detailed Status Reports as it may deem fit throughout the Project Period.

The Central Govt. Organization/ CPSU shall work towards minimizing, if not total elimination of claims and disputes from the Contractors. While checking the Invoices and Bills submitted by the Contractors the Central Govt. Organization/ CPSU shall ensure recovery of advances including statutory recoveries and continued validity of securities, submitted by the Contractors towards fulfilment of their liabilities to the Works Contract.

The Procedures and Works Manuals based on which the Tender Documents to be prepared shall be as decided preferably on the basis of CPWD Works Manual (latest version) or as decided by Central Govt. Organization/ CPSU.

The Central Govt. Organization/ CPSU shall monitor and ensure that the Contractor(s) carry out Works / Services in compliance of Environmental Standards, Safety of the Works, Safety of Personnel / Public, and Safety of Construction Equipment complying Environmental and Safety Standards as laid down in the Contract(s) and Quality Assurance Documents and Rules of the Local Bodies.

The PMC shall monitor and ensure that every incident at the Work Site is reported and recorded and that the Contractor should takes responsibility and liability, Corrective and Preventive Measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the Work Site through Control Documents and ensure that the Contractors(s) takes Corrective and Preventive Measures to improve the practices to avoid accidents.

The PMC shall ensure that the Contractor complies with the GRIHA requirements up to maximum extent possible. The Central Govt. Organization/ CPSU shall ensure compliance of Environmental safe guard measures implemented by the Contractors as per rules.

The PMC 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 as laid down in the Contract(s), filing returns to GST departments, submission of all taxes and duties etc.

The PMC 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.

Minimum validity of bid shall be 90 days, University may ask for extension of bid validity if required for finalization of contract.

2.2 PAYMENT AND ITS MODE:

- a) The whole PMC Job will be distributed into several packages to determine/ specify the duration, contract value and professional fees.
- b) In case of Construction activity, the University will deposit up to 10% (Ten percent only) of total Estimated Cost of the Project as an Initial Deposit with the PMC. Out of this Deposit Received, the PMC will release the payment to the various agencies.
- c) The initial deposit transferred to PMC by CUJ if given as advance to Contractor, 10% of interest is to be charged on compound basis from the contractor by PMC and same shall be recovered quarterly from contractor from RA bills and deposited with the CUJ.
- d) The PMC to prefer the running bills for release of payment, as per the progress of project, advance bill be recovered in statement after the release of 10% of payment i.e. maximum @15% of the

running account bills and full advance is to be recovered when 80% of the total billing of the project is done. If advance is not recovered within the stipulated time, penal interest on the unrecovered advance will be charged @ 15% per annum.

- e) Separate account of the University Funds will be maintained by the PMC in the nationalised Bank.
- f) If any interest accrues in the bank on the deposit/advance given by the University, the same shall be credited to the University's Account by the PMC.
- g) During the execution of the Projects, the Expenditure and Utilization Certificate will be forwarded by the PMC in an approved CPWD Format on monthly basis to the University.
- h) The PMC shall hold 5% Security Deposit of the Contractor which shall be released after the successful & satisfactory completion of Defect Liability Period for each package of work after a Certificate is submitted to the University by the Consultant stating that no defects are pending (for the works executed). However the closure of contract between CUJ and PMC all the security deposit with the PMC at that date to be transferred to the CUJ, and the same will be released by CUJ to the contractor.
- i) The payment mode of Consultancy Fees / Service Charges of the PMC shall be as per the Agreement/ MoU between the PMC and CENTRAL UNIVERSITY, JAMMU.
- j) The Bidders are required to follow the guidelines as mentioned in Section 4 in this EOI.

2.3 OTHER RESPONSIBILITIES OF PMC:

- (i) Settlement of all Accounts of the Contractors including reconciliation of materials supplied to the Contractors, if any.
- (ii) Ensuring of Defect Liability Activities by the Contractors during the Respective Liability Periods.
- (iii) Organizing/providing all operation and Maintenance Manuals through Contractors and training to the University Staff.
- (iv) Preparation of Final Report, which shall contain detailed Technical & Financial Information of the Project.
- (v) The PMC will ensure all possible Mandatory Tests at Site, as per relevant Indian Standard Codes / Jammu Building Codes.
- (vi) Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any).
- (vii) Conduct Arbitration matters between various Agencies till final settlements of disputes.
- (viii) The PMC shall prepare draft replies and get it vetted from the University in replying to the observations made by CTEs Branch/ CAG Audit/ Vigilance etc., if required.
- (ix) The PMC shall handover the Buildings & other Structures complete in all respect, free from all encumbrances including the Vacation of Temporary Workers, Hutments etc. at the Site, if any, to the University.
- (x) The PMC shall maintain all Registers/ Records during execution of Works as stipulated in the CPWD Works Manual (latest version) or as directed by the selected Central Govt. Organization/ PSU

- (xi) At the end of every Financial Year and at the end of the Works/Services, the Central Government Organization/ CPSU shall submit an Expenditure and Utilization of Funds Statement, including the interest accrued in Bank, in the format of the CPWD Works Manual/UGC.
- (xii) To obtain the approvals from various statutory/local bodies for the construction work including occupancy certificate will be the sole responsibility of PMC.

3. DESCRIPTION OF WORK

3.1 Scope of Work:

- (i) Taking client's instructions and preparation of construction plan accordingly.
- (ii) Inspection evaluation and impact of existing and/or proposed development on its immediate environs.
- (iii) Architectural Design
- (iv) Design and site development.
- (v) Structural design.
- (vi) Sanitary, plumbing, drainage, water supply and sewerage design.
- (vii) Electrical, Electronic, communication system and design.
- (viii) Elevators, escalators, etc.
- (ix) Fire detection, fire protection, lightening arresters and security system, etc.
- (x) Interior architecture.
- (xi) Roads, pathways, etc.
- (xii) Any other necessary work as per site requirement.
- (xiii) The scope of work also includes re-organizing the services viz. Electrical Routes, Server Routes, Drainage Routes, Re-location of substation etc. as per the requirements of Buildings Rates quoted to include the same.

3.2 Data collection:

Design and drawings are to be prepared:

- (i) The Architectural Preliminary Design documents shall include: Site plan, Building floor plans, Sections and Elevations, Preliminary details, Enlarged plans, Preliminary Specifications, 3D rendering etc.
- (ii) Structural/ MEP drawings for Approval of client and statutory bodies.
- (iii) To prepare Structural/ MEP drawings necessary for client's /statutory bodies approvals.
- (iv) Ensure compliance with relevant national codes, standards and legislation, as applicable.

Working Drawings and Bid Documents:

- (i) To prepare working drawings, specifications and schedule of quantities, necessary for preparing the Bid documents in accordance with the Standard Norms.
- (ii) To submit Bid documents including the detailed estimate & BOQ must be duly vetted and audited by the competent Technical personal of the PMC or any other Govt. Organization to the Estate Office/Authorised Officer before Bidding.
- (iii) The PMC will do pre-Bidding activities like preparation of notice inviting Bids, giving wide publicity of Bids, receipt of Bids and opening of Bids, as per norms of CVC Guidelines.

- (iv) The PMC will float the Bids, and award the work to the successful bidder as per PMC's own departmental practice. PMC will have to issue a certificate that they are complying with all guidelines of CVC.
- (v) The PMC will also conduct Site Survey and Soil Investigations (if required).
- (vi) The PMC has to take approval from Local Statutory Bodies (as required).
- (vii) The PMC will submit the Good for Construction (GFC) drawings in Seven Sets for approval to the University or Engineering Office before starting the Construction Work of the Project.
- (viii) GFC will also include the Mechanical, Electrical & Plumbing (MEP) Drawings, and all required Architectural drawings duly approved by Local Statutory Bodies (if required), Structural Drawings - proof checked/ vetted by Govt. Agency or Govt. Institutions, External Development details, Drawings & Documents, etc.
- (ix) The University Engineering Office will issue the GFC drawings to the PMC after taking due approval from Competent Authority for its execution within a week of the receiving of the same by the CUJ EE office.

3.3 PLANNING AND CO-ORDINATION:

The PMC will do Execution Planning Work, Resource Planning, Scheduling and Implementing Construction Programs to complete the Project and Works/ Services in time. Ensuring proper Quality Control and Safety Practices (in the planning and coordination phase, the Central Govt. Organization/ 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 and Service Works.

- (i) Preparation of Periodical Reports relating to Time, Cost and Quality.
- (ii) Manage the contracts according to the terms and Conditions of Contract.
- (iii) Preparation of monthly Progress Chart and Cash Flow Statement for each project, Housekeeping, Security, NR Minor Addition/ Alteration/ Maintenance Works separately, for the University.

3.4 CONSTRUCTION / SERVICE WORKS SUPERVISION:

- (i) Deploy requisite number of qualified and experienced Engineers and Architects in the relevant field at site to supervise the day-to-day works and also to monitor the all Architectural progress of works as per approved Drawings, Construction Procedures, Quality Control in house and also Third Party testing and setting of Site Laboratories for effective Quality Control, Safety Practices and to ensure quality in day-to-day work as per Specifications and Standards.
- (ii) The PMC should provide a quarterly update on the progress of work and expenditure to CENTRAL UNIVERSITY OF JAMMU and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- (iii) Check all the measurements recorded in the Measurement Books by Contractor at Site with respect to approved drawings and certify the accuracy.
- (iv) Check the Bills submitted by the Contractor and certifies its accuracy.
- (v) To make all correspondence with the Contractors for proper execution of work as per GFC in time.

- (vi) Co-ordinate with all Agencies working at Site and liaise with Local Authorities for obtaining appropriate Permissions / Commencement Certificates, etc.
- (vii) Conduct frequent Periodic Meetings with the contractors.
- (viii) 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 provisions of the Indian Standard (IS) Codes and Jammu Buildings Code.
- (ix) The PMC will be solely responsible for any deviation in the Work executed under its PMC project service provider if it is executed without the approval of the CENTRAL UNIVERSITY OF JAMMU (CUJ) beyond approved cost. Extra / substituted item may be executed as per project requirement if the overall gross value of project is within original approved project cost. Prior approval of the competent authority of CUJ shall be required if the project cost is getting exceeded due to execution of any extra item / extra work/Escalation.

3.5 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 (**24 Months**) after successful handing over the completed project to the CENTRAL UNIVERSITY OF JAMMU (CUJ).
- (iii) The PMC will be solely responsible for any financial, technical and legal issues related with the construction project and other service works entrusted to that Central Government Organization/ PSU.
- (iv) The PMC will submit all relevant final drawings in 3-Sets after completion of the Project to the University Engineering Section of the CENTRAL UNIVERSITY OF JAMMU (CUJ).
- (v) The PMC will also submit the Guarantee/Warranty related Documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the completed Projects.
- (vi) The PMC 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/Jammu Code provisions for the completed projects to the CENTRAL UNIVERSITY OF JAMMU (CUJ).
- (vii) The PMC will submit the Civil/MEP/other as built drawings.

3.6 PROJECTS COMPLETION TIME:

All Projects should be completed in all respect in stipulated years except for the force Majeure clause. However, if the delay is not solely attributable to PMC, time schedule may be extended with valid justifications by the competent authority of CUJ. In case there is any delay attributable to university, then extension of time should not be treated as a compensation event for the contractor.

3.7 TOTAL BUILT UP COST (Project Cost)

“Built Up Cost” will consist of the expenditure incurred towards the following, all to be borne by the Client within the sanctioned amount for various projects as per the relevant guidelines:-

- 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.

- iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of Sanction of Building Plan, “Completion” / “No objection” Certificate for occupation of the Works on Completion.
- iv) Charges, if any, levied by Local Authorities / Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting / relocation of Utilities as well as their disconnection / connection.
- v) Cost of Soil tests Geotechnical investigations & site survey.
- vi) Proof checking charges for verification of Structural designs/drawings and Expenses on account of third-party quality assurance, if client desires so.
- vii) Cost of litigation, if any, with a Third Party or individual organization to remove legal barriers in the execution of works.
- viii) Advertisement Charges for issuing Notice Inviting Tenders.
- ix) Cost of testing of materials / workmanship for items for which the Contractor is not required to pay in terms of the provisions in the Works Contracts.
- x) Cost involved for Green Building Rating as per GRIHA/ Indian Green Building Council (IGBC), if required by the client from case to case.
- xi) Any amount paid / payable to the Contractor towards his claims as considered reasonable by the Consultant.
- xii) Any amount paid / payable to the Contractor towards his claims not accepted by the Consultant but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Client / Consultant in the Arbitration and 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 PMC under the Consultancy & Project Management Services.

4. GUIDELINES FOR THE BIDDERS:

The various information sought in the enclosed Forms should be furnished in complete in all respect.

The Bids should be Type/ written and should be signed by the Authorized Person/ Bidder. If any information furnished by the Bidder is found to be incorrect immediately or at a later stage/ date, the Bidder is liable to be debarred from taking part in any Bid of CENTRAL UNIVERSITY OF JAMMU (CUJ) and the EMD deposited by the Bidder shall be forfeited.

The following words and expressions have the meaning hereby assigned to them.

- a) Employer: Registrar, CENTRAL UNIVERSITY OF JAMMU (CUJ).
- b) Bidder: Central Government Organization/ CPSU
- c) Year: Financial Year.
- d) GFC: Good for Construction.
- e) PMC: Project Management Consultancy.
- f) IS: Indian Standard.
- g) CQCCBS: Combined Quality cum Cost Based System.
- h) NR: Non-recurring

4.1 SIGNING THE BIDS:

A person who is competent and authorized by the concerned PMC (for which an Authorization Letter shall be submitted in original) shall sign the Bid.

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.

Letter of Transmittal and Forms 'A' to 'C' seeking information/documents are given in *Appendix-I*, should be furnished along with Relevant Certified Documents.

All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant Column. Even if no information is to be provided in a Column, a 'nil' or 'no such case' entry should be made in that Column. If any particulars/ query is/are not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the Application Forms or not giving it in clear terms or making any change in the prescribed forms or deliberately Suppressing the information shall result in the Bidder being summarily disqualified. Sealed Bids shall be submitted only through Speed/ Registered Post. No other mode of the submission of Bid shall be accepted.

The Bidder should sign and affix his Office Seal on each Page of the EOI Document downloaded/obtained from CENTRAL UNIVERSITY OF JAMMU (CUJ)<https://cujammu.euniwizarde.com> Portal.

Overwriting must be avoided. Corrections, if needed, should be made by striking out by Single Line, the incorrect sentence/word and rewriting by the Authorized Signatory with signature and date. The Bidder may furnish any Additional Information, which is deemed necessary to establish capability to successfully complete the envisaged Project/*Services*. Pages of the pre-qualification documents are numbered. Additional Sheets, if any, added by the Bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal.

Superfluous Information need not be furnished and no information shall be entertained after submission of EOI Document/Bid.

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 Registrar or equivalent.

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.

The EOI Document in Prescribed Form duly completed and signed should be submitted online on <https://cujammu.euniwizarde.com> Portal.

Documents submitted by the Bidders in connection with this EOI will be the property of CENTRAL UNIVERSITY OF JAMMU (CUJ).

CENTRAL UNIVERSITY OF JAMMU (CUJ) reserves its right not to respond to any such query which it thinks not essential in the interest of the University.

CENTRAL UNIVERSITY OF JAMMU (CUJ) is not bound to accept any or all the EOIs. CENTRAL UNIVERSITY OF JAMMU (CUJ), JAMMU reserves the right to reject any or all EOIs in the interest of the Central University (JAMMU) without assigning any reasons, thereof. No Bidder shall have any cause of action or claim against CENTRAL UNIVERSITY OF JAMMU (CUJ), JAMMU or its Officers Employees, Advisers, Agents, Successors or Assignees for rejection of this EOI.

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.

It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this Document has been prepared in good faith, neither CENTRAL UNIVERSITY OF JAMMU (CUJ), JAMMU 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 CENTRAL UNIVERSITY OF JAMMU (CUJ), JAMMU, or any of its respective Officers, Employees, Advisers or Agents, whether negligent or otherwise.

The PMC will be engaged for the purpose of executing work as per scope of work and concerned PMC's Authority/Engineers/Technical Officers will be directly and fully answerable to the Public Undertaking/CVC/ Legal Issues/ Banks etc. concerned. The PMC shall be fully responsible for the replies to the audit queries raised by CAG, CVC, and CTE for the Project till the time all audit paras or enquiries are closed by the Public Authority. The PMC engaged, will be technically, legally and financially responsible for the work entrusted by the CENTRAL UNIVERSITY OF JAMMU (CUJ), JAMMU.

The discretion and decision of Vice Chancellor; CENTRAL UNIVERSITY JAMMU in respect of the TOP (Technical and Office Protocol) shall be final and binding.

4.2 ORGANIZATION INFORMATION:

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

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

5. EVALUATION CRITERIA

Combined Quality cum Cost Based System (QCCBS) as detailed elsewhere in the tender.

Eligibility Criteria

- A. The agencies that fulfil the essential eligibility requirements as mentioned earlier are eligible to apply.
- B. The agency should not have suffered losses in more than 1 year during last 5 financial years.
- C. Only Schedule A, Central Public Sector Undertaking can participate in this tender.
- D. Agencies that are debarred or blacklisted by any Govt. department are not eligible to participate in the tender. A certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. department. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. department than the works may be withdrawn.
- E. Joint venture of a single bidder as a member of consortium/joint venture/association for any project/work shall not be considered for evaluation.

5.1 Evaluation of Technical bid:

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

S.No.	Criteria	Evaluation	
A	Technical Manpower	20 Marks	
	Presence of in-house professionally qualified permanent staff in the PMC in indicative categories		
	Civil Engineers	Max. 10 Marks Civil Engineers (Min. Qualification- B. Tech) 10 Marks: 151 and above Engineers 07 Marks: Between 101 to 150 Engineers 05 Marks: 50 to 100 Engineers Below 50 Engineers : 0 marks	Company's HR Report or Certificate from Personal/HR Department
	Electrical Engineers	Max: 5 Marks Electrical Engineer (Min. Qualification- B. Tech) 05 Marks: 100 and above 03 Marks: Between 51 to 99 Engineers Below 50 Engineers: 0 marks	Company's HR Report or Certificate from Personal/HR Department
	Architect on Roll	Max 5 Marks Architects: (Minimum Qualification- B. Arch) 05 Marks: 10 and Above	Company's HR Report or Certificate from Personal/HR Department

		03 Marks: Between 05 to 09 Architects Below 05 Architects: 0 marks	
B.	Past Experience of the PMC	30 Marks	
i	Experience of providing PMC services for similar project/works valuing Rs. 130 crores and above during last seven years	Max. 10 Marks 10 Marks for having experience of twice or more than twice the stated criteria in single work or for two works meeting the stated criteria. 06 Marks for having 1 work meeting stated criteria.	Certificate from Client.
ii	Steel Intensive Structure (Industrial / Commercial). Erection of more than 1,50,000tonnes of steel in single PMC work order during last seven years reckoned from bid due date.	Max. 5 Marks 05 Marks for more than 1,50,000tonnes of steel in single PMC work order 0 Marks otherwise	Document from relevant authority
iii	No. of years in the area of PMC/ Engineering Consultancy	Max. 5 Marks 05 Marks for more than 40 years of experience 03 Marks for experience between 25 up to 40 years 02 Marks for experience between 10 up to 25 years	Certificate of Establishment of PMC with MOA indicating consultancy as one of the activity

iv	Experience in Green Building.	Max. 5 Marks 2.5 Marks each for Projects having minimum 4 star or gold rating	Certificate from relevant authority
v	Performance Certificate of completed work having Excellent/ Very Good in last 10 years	Max. 5 Marks 2.5 Marks for Each such project	Certificate from client
D.	Financial Capability	20Marks	
i	Average Annual Financial turnover in last 05 financial years	Max. 10 Marks 10 Marks for twice the minimum eligibility criteria or more. 05 Marks for minimum eligibility Criteria	Certified Statement from Chartered Accountant
ii	Average Annual profit (PBIDT) in last 03 financial years	Max. 05 Marks 05 Marks: Above Rs.25 Cr 03 Marks: Between Rs.20 – Rs.25 Cr 02 Marks: Between Rs.10-Rs.20Cr	Certified Statement from Chartered Accountant
iii	Net worth as on 31 st March of previous Financial year	Max. 05 Marks 05 Marks: Above Rs.400 Cr 03 Marks: Between Rs.300 – Rs. 400 Cr 02 Marks: Between Rs.200 – Rs. 300 Cr	Certified Statement from Chartered Accountant

C.	Methodology, Understanding of project and presentation	30 Marks	
		100Marks	

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 70%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. CENTRAL UNIVERSITY OF JAMMU will notify bidders who fail to score the minimum technical score about the same and the financial bids of such failed bidders will not be opened.
- c) CENTRAL UNIVERSITY OF JAMMU will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. Registered letters, or electronic mail may send the notification.

6. EVALUATION OF THE BIDDERS:

Bidders who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation and are required to give a presentation of their methodology and understanding of the project, etc. The past performance and credentials of the firm will be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.

Technical evaluation once completed, the List of the technically qualified Bidders for opening of their Financial Bids will be displayed on the <https://cujammu.euniwizarde.com> Portal. Financial Bids of only those Bidders who score a minimum of 70 marks out of 100 in the Technical Qualification Criteria will be opened. The selection of the successful Bidder would be on the "Combined Quality Cum Cost Based System (CQCCBS)".

The Bidder who has quoted the Lowest Price will be given a Score of 100. The Bidders will be allotted score relative to the Score of Bidder with Lowest Quote, which will be as below:

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

Where, F_s = the Financial Score of the Financial Proposal being evaluated

FL = The price of Lowest Priced Financial Proposal

F = The price of Financial Proposal under Consideration

The Score of Technical Proposals would be given 80% weightage and that of the Financial Proposals would be given 20% weightage. The weighted Total Score of both the Technical and Financial Proposals shall be used to rank the Bidder.

The first ranked Bidder is eligible for award of the work.

$$\text{Total Score} = 80\% \times T_s + 20\% \times F_s$$

Even though a Bidder may satisfy the above requirements, the Bidder would be liable to disqualification if the PMC has:

- i Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre-qualification document.
- ii Hide the information regarding, Record of poor performance such as abandoning work, not properly completes the contract, or financial failures / weaknesses etc.

Selection of the PMCs shall be subject to thorough verification of their credential and inspection of similar works carried out / in progress by them, through a Technical Committee of Experts of CENTRAL UNIVEERSITY, JAMMU.

The award of Work/Service Extension will be given based on the performance of the work executed.

7. LANGUAGE OF THE BID & TAXES ANDDUTIES:

Language of Bid

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

Taxes and Duties

- The PMC shall quote the Price in Appendix–II inclusive of all Taxes and Duties but exclusive of GST.

- All invoices of contractors to be engaged by PMC for execution of works, shall be raised in the name of PMC using PAN/GST number of PMC. All statutory liabilities pertaining to GST, income tax, labour license shall be complied by PMC in their own name and registration.

8. PRICE REDUCTION SCHEDULE (PRS):

In case PMC fails to complete the services within the stipulated period then unless such failure is due to 'force-majeure' as defined elsewhere in the document or due to CENTRAL UNIVEERSITY, JAMMU's default, there will be a reduction in agency charges @0.50% for each week of delay or part thereof subject to a maximum of 5% of agency charges for balance value of work.

CENTRAL UNIVERSITY OF JAMMU may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Central Government Organization/ PSU from its obligations and liabilities under the Contract or by recovery against the Performance Bank Guarantee.

The above percentage of price reduction are genuine or estimate of the loss/damage which CENTRAL UNIVERSITY OF JAMMU would have suffered on account of delay/ breach on the part of PMC and the said amount will be payable on demand without there being any proof of the actual loss or damage caused by such breach/ delay. The decision of CENTRAL UNIVERSITY OF JAMMU in the matter of applicability of price reduction shall be final and binding.

9. STAFFING SCHEDULE:

The total Implementation Period for the PMC will consist of (i) Individual Construction Periods of Works Contract and (ii) a Defects Liability Period during which the PMC will only require part time input over the first 24 months of completion of each Contract, as per the arrangement proposed.

During the first 24 months of Defects Liability Period, the PMC Team Leader along with other Staff will be required to continue on a Periodic Basis, as and when required, which will be dealt with separately at the appropriate stage towards the completion of the Construction Works.

After the award of the Contract to the PMC, CENTRAL UNIVERSITY OF JAMMU expects all the Key Personnel to be available during the implementation of the Contract.

The Bidder shall submit a Tentative Staffing Schedule for the proposed persons to deploy during the Project Period assuming suitable completion Periods for the Structures mentioned in the scope of Work (as per EOI). Detailed CVs of the Key Personnel (refer to Appendix-I and III) shall be submitted after award of works.

10. ASSIGNMENT:

The Central Government Organization/ PSU shall not have the right to assign or transfer the benefit and obligations of the Contract or any part thereof to the Third Party without the prior approval in writing of CENTRAL UNIVERSITY OF JAMMU which CENTRAL UNIVERSITY OF JAMMU shall do at its own discretion. However, invent of that all Technical/ Legal/ Financial/ Contractual Obligations shall be binding on the PMC only.

11. LIABILITIES:

Without Prejudice to any provisions expressed in the Agreement, the PMC shall be solely responsible for any delay, lack of performance, poor quality, breach of Agreement and/or any default under this MOU. The PMC shall remain liable for any damages due to its gross negligence within the next 24 months after the issuance of the Provisional Acceptance Certificate of the Contract. The amount of liability on the basis of loss/ damage will be the maximum of 5% of Consultancy Fee charged by the PMC for balance value of work / the value of work for which damage is assessed.

12. CONTRACT AGREEMENT:

The Contract Agreement will be made between the CENTRAL UNIVERSITY OF JAMMU and the PMC. CENTRAL UNIVERSITY OF JAMMU has all the rights reserved to make alterations in the conditions of payment of works including PMC Charges in the interest of the University.

13. TERMINATION OF CONTRACT

Termination for Default: CENTRAL UNIVERSITY OF JAMMU reserves its right to terminate/ short close the Contract, without prejudice to any other remedy for Breach of CONTRACT, by giving One Month Notice if the PMC fails to perform any obligation(s) under the CONTRACT and if the PMC does not cure its failure within a period of 30 days (or such longer period as CENTRAL UNIVERSITY OF JAMMU may authorize in the writing) after receipt of the default Notice from CENTRAL UNIVEERSITY, JAMMU.

Termination for Insolvency: CENTRAL UNIVERSITY OF JAMMU may at anytime terminate the CONTRACT by giving Written Notice without compensation to the PMC, if the PMC becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CENTRAL UNIVERSITY, JAMMU.

Termination for Convenience: CENTRAL UNIVERSITY OF JAMMU may, 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 CENTRAL UNIVERSITY OF JAMMU till the date upon which such termination becomes effective.

14. COURT JURISDICTION:

The University shall not be bound to give justification for any aspect of the Selection Process and the decision of the University shall be final and binding on all without any right of appeal. Further, in case of any dispute, any Suit or Legal Proceedings against the University, the Jurisdiction shall be restricted to the Courts at Jammu only.

15. ARBITRATION:

If any dispute arising out from this Agreement or a breach thereof shall be first informed, settled amicably through mutual discussion or negotiations within 30 days from notice of dispute by either of the party. In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through Arbitration under the Arbitration and Conciliation Act, 1996. Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996 to be decided by a sole arbitrator. The arbitrator shall be appointed by Vice chancellor, CUJ, whose decision shall be final and binding upon both the parties. The arbitration proceedings shall be held at CENTRAL UNIVERSITY OF JAMMU, RAHYA-SUCHANI (BAGLA), SAMBA-181143, India and language used in this proceeding shall be English. The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties. The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings. The parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months. The courts in Jammu, India shall have exclusive jurisdiction in relation to this contract including this clause. All fees pertaining to arbitration proceedings shall be borne by the both the parties equally and other costs incurred by the parties shall be borne by the respective parties, however the Sole arbitrator will not be an employee of CUJ or in alternative the dispute must be settled between both the parties in terms of Office Memorandum of the Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises F.No. 4(1)/2013-DPE (GM)/FTS-1835 dated: 22.05.2018, 04.07.2018 and 11.07.2018.

16. Force MAJEURE:

- I. Notwithstanding the provisions of contract, the parties shall not be liable for forfeiture of its performance, security, penalties or termination for default, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purpose of this clause, "Force majeure" means an event beyond the control of the parties and not involving the party's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or

revolutions, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a “Force majeure” situation exists or not, shall be decided by CENTRAL UNIVERSITY OF JAMMU and its decision shall be final and binding on the PMC/s and all other concerned.

- III. In the event that the PMC is not able to perform his obligations under this agreement on account of force majeure, it will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 15 Days, CENTRAL UNIVEERSITY, JAMMU has the right to terminate the agreement by giving the payment to the PMC agency for the work done till the date of termination.
- IV. If a force majeure situation arises, the PMC shall notify CENTRAL UNIVERSITY OF JAMMU in writing promptly, not later than 05 days from the date such situation arises. After examining the cases, CENTRAL UNIVERSITY OF JAMMU shall decide and grant suitable additional time for the completion of the Work, if required.

17. BREACH AND REMEDIES:

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

18. PRE-BID CONFERENCE:

The Pre-Bid conference is to have a meeting with the prospective bidders to give them an opportunity to clarify doubts/queries regarding the tendering process including Bid. In case any bidder has any doubt with regard to true meaning and interpretation of any of the terms of the tender document, then such bidder will get opportunity to clear their doubts.

19. INTEGRITY PACT

To,

.....
.....
.....

Sub: EOI No.....For the work

Dear Sir,

It is here by declared that it is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Expression of Interest (EOI) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Central University Jammu.

Yours faithfully

Duly Authorized Signatory of Central University Jammu

INTEGRITY PACT

To,

The Registrar
Central University Jammu.

.....

.....

Sub: Submission of Expression of Interest for the work of.

Dear Sir,

I/We acknowledge that Central University Jammu is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Expression of Interest (EOI) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the EOI.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Central University Jammu. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central University Jammu shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Central University Jammu.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

The Registrar Central University, Jammu,

..... (Here in after referred as the
(Address of Central University Jammu)

'Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

.....
.....
(Name and Address of the Individual/firm/Company)

through.....(Herein after referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHERE AS the Principal/Owner has floated the Tender (NIT No) (herein after referred To as "Tender/Bid")and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

Herein after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this

Integrity Agreement (herein after referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties here by agree as follows and this Pact witnesses as under:

Article1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to

put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub contractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Central University of Jammu.

Article7-Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by are representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:1.....

(signature, name and address)

2

(signature, name and address) Place Dated

20. NOTICES:

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

If to be delivered to CENTRAL UNIVERSITY OF JAMMU:

Attention: **Registrar**

Address: CENTRAL UNIVEERSITY, JAMMU

Tel: _____

If to be delivered to PMC:

Attention:

Mr.

Address:

Tel:

Fax:

Email:

APPENDIX-I
LETTER OF TRANSMITTAL

From:

To:

The Registrar
CENTRAL UNIVERSITY, JAMMU

Ref No.:

Date:

SUBJECT: SELECTION OF PMCs FOR CONSTRUCTION, PROJECT MANAGEMENT, SUPERVISION (PMC) AND FOR EXECUTION OF PROJECTS IN THE CENTRAL UNIVEERSITY, JAMMU

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

1. I/We hereby certify that I/We have read all the Terms and Conditions laid down in this EOI and are acceptable tome/us.
2. I/We here by certify that all the statements made and information supplied in the enclosed
3. *Appendix-I* (Forms `A' toll') accompanying statements are true and correct.
4. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
5. I/We also authorize CENTRAL UNIVERSITY JAMMU or its representatives to approach Individuals, Employers and Firms to verify our competence and general reputation.
6. I/We submit the following Certificates in support of our suitability, technical know-how and capability for having successfully completed the following projects along with prescribed format:

S. No.	Name of work	Certified by/From

APPENDIX-I**FORM- 'A'****ORGANIZATIONAL STRUCTURE**

1.	Name& Address of the bidder's Branch office with Telephone No. Fax No./ Email ID	
2.	A) Year of Establishment B) Date & Year of commencement of practice	
3.	Legal status of the bidder (attach copied of original document's defining the Legal Status)	
4.	Names of Directors & Other Executives with Designation	
5.	Designation of individuals Authorized to act for the organization.	
6.	<u>Details Of Personnel</u>	
i	Graduate Engineers 1) Civil 2) Electrical 3) Architect	
ii	Supporting staff (Technical)	
	Total Staff	

APPENDIX-I
Form –‘B’

Details of PMC WORKS OF THE PMC ASSIGNMENT COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2021

S.NO	Description*	1	2	3	4	5	6	7
1.	Name of Work / Project and location							
2.	Name & Address of Employer / organization, Telephone No. of officer to whom reference may be made.							
3.	Cost of Work in Rs. Lakh (Attach copy of Performance Certificate)							
4.	Date of commencement as per Contract							
5.	Stipulated date of completion							
6.	Actual date of completion							
7.	Litigation / Arbitration pending / in progress with							

	details							
8.	No. of years in the relevant operational area							
9.	Names of Project In Charge & Key staff & Nos. of staff involves.							
10.	Schedule A & Maharatna / Navratna/ Miniratna status (Enclose Certificate /List)							
11.	Experience of Green Building (Enclose Certificate)							

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

APPENDIX -I
FORM — 'C-I'

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

S.N	Descrip o. tion	1	2	3	4	5	6	7
1.	Name of work / Project and Location							
2.	Name & Address of Employer/ Organization, Telephone no. of officer to whom reference may be made.							

3.	Names of Project In charge & Key staff & Nos. of staff involves.							
4.	Any other information							

APPENDIX -I
FORM — 'C-II'

FINANCIAL INFORMATION

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

Particulars	Financial Year				
	2016-17	2017-18	2018-19	2019-20	2020-21
i. Gross Annual turnover (In Lakhs) through consultancy business					
ii. Profit / Loss					
iii. Certified by					

II. The following certificates are enclosed:

- a) Current Income Tax clearance Certificate / Profit & Loss account.
- b) Solvency Certificate from Bankers of Bidder Signature of Chartered Accountant with Seal.

APPENDIX — I
FORM — 'D'

**DETAILS OF ALL WORKS IN HAND ENDING LAST DAY OF THE MONTH
MARCH, 2022**

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made.			
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)			
4.	Date of commencement as per Contract			
5.	Stipulated date of completion			
6.	Actual date of completion			
7.	Status of work in % as on March 2021			
8.	Litigation / Arbitration pending / in progress with details*			
9.	Service rendered			
10.	Names of Project In charge & Key staff & nos. of staff involves.			
11.	Any other information			

*Indicate gross amount claimed and amount awarded by the Arbitrator.
(Note: Add additional sheet for indicating more works if any)

APPENDIX-II
Proforma for Financial Bid
 [On PMC's letter head]

Ref. No.

Date:

From:

To:

**The Registrar,
 CENTRAL UNIVERSITY JAMMU**

SUBJECT: SELECTION OF PMCs FOR CONSTRUCTION, PROJECT MANAGEMENT, SUPERVISION (PMC) AND EXECUTION OF PROJECTS, IN THE CENTRAL UNIVERSITY, JAMMU.

Sir,

Description of Work	Consultancy Fee (As per Section 7 of this EOI) as percentage (%) charges of Project Cost	
	In Figures	In Words
Consultancy for Project Management, Supervision (PMC), for construction of Projects (Civil, Electrical, Mechanical) in CENTRAL UNIVERSITY, JAMMU.		

- 1) Fee is inclusive of all taxes and duties but exclusive of GST.

APPENDIX-III

Credentials for Key Personnel of the PMC (CV of Minimum 5 Engineers & 2 Architects having worked on similar projects to be furnished)

APPENDIX – IV**INSTRUCTIONS FOR ONLINE BID SUBMISSION.**

The bidders are required to submit soft copies of their bids electronically on the <https://cujammu.euniwizarde.com> Portal using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://cujammu.euniwizarde.com> Portal.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats .Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to <https://cujammu.euniwizarde.com> Portal in general may be directed to the 24x7 CPP Portal Helpdesk.