

# e-Tender "Expression of Interest (EoI)

### cum

Request for Proposal (RfP)"

for

Empanelling of Central Public Sector Unit/State
Public Sector Unit for the Management &
Supervision for Civil, Electrical and all related
Repairs & Maintenance works in Doctor Harisingh
Gour Vishwavidyalaya, Sagar campus for the period
of one year.

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This EoI cum RfP contains 48 pages only.

#### A: e-Tender Notice for EoI cum RfP

### Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.) (A Central University)

Ref.:EoI No.R/IWD/2025/69

Sagar, Date:-29.04.2025

### <u>e-Tender Notice for EoI cum RfP</u> (Under LCS System)

Doctor Harisingh Gour Vishwavidyalaya Sagar, invites EoI cum RfP for Empanelling of Central Public Sector Unit/State Public Sector Unit (CPSU/SPSU) for the management & supervision for all Civil, Electrical and all Maintenance works. Details can be downloaded from the websites, <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>.

**Registrar** (Acting)

#### **B:** Letter of Invitation (LoI)

(e-Tender under LCS-GFR 2017 Rule-193)

"Expression of Interest (EoI) cum Request of Proposal (RfP)" for Empanelling of Central Public Sector Unit/ State Public Sector Unit for the Management & Supervision with Civil, Electrical and all Maintenance works in Sagar, Campus for the period of one year (extendable upto 2 years).

The detail of the EoI cum RfP can be downloaded from the University website <a href="https://www.dhsgsu.edu.in">www.dhsgsu.edu.in</a> or from CPP Portal <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>.

EMD of Rs. 06.00 lakh (Rupees Six Lakhs Only) in the form of Demand Draft/ FDR/ Banker Cheque/ RTGS/ NEFT or through Samarth Portal link from any scheduled bank in favour of "Registrar, Doctor Harisingh Gour Vishwavidyalaya" payable at Sagar. (M.P.) within the due date of submission of EoI cum RfP.

Tentative Work Amount (Subject to Availability of Fund)	Rs. 03.00 Crore
Earnest Money Deposit  (in form of Demand Draft/FDR/Banker Cheque/ RTGS/NEFT or through Samarth Portal link)	Rs. 6.00 Lakh (@2% of tentative estimated cost)
Start date of submission of EoI	29.04.2025
Last date of Online Submission of EoI	29.05.2025 upto 3.00 PM
Last date for receipt of EMD by DHSGVV	05.06.2025 upto 4.00 PM

### C: Salient Events and Schedule

EoI No.	EoI No. R/IWD/2025/69 Sagar, Date:- 29.04.2025
Client	Doctor Harisingh Gour Vishwavidyalaya Sagar, MP
Name of the Work	Management & Supervision for Civil, Electrical and all Maintenance works in Sagar Campus for the Period of one year.
Place of Work	Doctor Harisingh Gour Vishwavidyalaya, Sagar, MP
Tender Inviting Authority	Doctor Harisingh Gour Vishwavidyalaya Sagar, MP
Method of selection through e-Tender (GFR 2017, Rule193)	Least Cost System (LCS)
Period of Contract	One year from the date of agreement (further extendable up to 2 years in stretch of 1 year each with mutual consent)
Last Date & Time for submission of online EoI/RfP	29.05.2025 at 3:00 PM
Last Date & Time and place for Reaching of EMD	05.06.2025 at 4:00 PM Must reach to "Registrar, Doctor Harisingh Gour Vishwa vidyalaya, Sagar (M.P.)" (only through Speed/registered post)
Date and time of opening the Online Technical Bid of EoI/RfP	06.06.2025 at 4:00 PM
Date & time of opening the online Financial Bid of qualified bidders	To be declared later after Technical Evaluation (Information will be uploaded on <a href="www.eprocure.gov">www.eprocure.gov</a> in & <a href="www.eprocure.gov">www.dhsgsu.edu.in</a> )
Corrigendum/Clarification (if any) related to EoI/RfP	Will be uploaded on <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="https://www.ebrocure.gov.in">www.ebrocure.gov.in</a> and <a href="https://www.ebrocure.gov.in">www.ebro</a>
Contact Person for Communication/clarification (if any)	Registrar, Doctor Harisingh Gour Vishwavidyalaya, Sagar. Telephone no.: 07582-265228 Email: registrar@dhsgsu.edu.in aecivil@dhsgsu.edu.in

### D: <u>Abbreviation/words/expressions used in EoI/RfP:</u>

Sl. No.	Abbreviation	Elaborated form	
i	EoI	Expression of Interest	
ii	RfP	Request for Proposal	
iii	Client	Doctor Harisingh Gour Vishwavidyalaya Sagar (.MP)	
iv	DHSGVV	Doctor Harisingh Gour Vishwavidyalaya Sagar (.MP)	
V	GoI	Government of India	
vi	CPSU/SPSU	Central/ State Public Sector Undertakings	
vii	ToR	Terms of Reference	
viii	ItB	Information to Bidder	
ix	BIS	Bureau of Indian Standard	
X	Client	Doctor Harisingh Gour Vishwavidyalaya Sagar (.MP)	
xi	GFC	Good for construction	
xii	IS	Indian standard	
xiii	PMC	Project Management Consultancy	
xiv	LCS	Least Cost System	
XV	HEFA	Higher Education Financing Agency	
xvi	UGC	University Grant Commission	
xvii	MoE, GoI	Ministry of Education, Govt. of India	
xviii	Year	Financial year	
xix	Agency	CPSU/SPSU	
XX	Similar work	Means supervision/ original/ repair maintenance/ addition alternation for all Civil, Electrical and other related maintenance work for Institutional Buildings	

### E: Scope of work:

The detailed scope of the work for this e-Tender is given as under.

e-Tender No.	SCOPE OF WORK	Tentative Work Amount
	<ul> <li>Repair, Maintenance, Renovation, Retrofitting, Water proofing of buildings etc. work (Civil, Electrical, HVAC &amp; Mechanical) in existing Civil structures &amp; infrastructure.</li> <li>Electrification/cabling work (including underground)</li> </ul>	
EoI No./ R/IWD/2025/69	cabling) and other related work for existing infrastructure (Repair/ maintenance work).	
Sagar	• Repair/maintenance of Existing Road work (including widening), Culverts, Sheds, Parking, Pathways, Garages,	Rs 3.00 Cr (Subject to Availability of
Date: 29.04.2025	<ul> <li>Face lifting, Cladding, Partitioning, Water Proofing, Building Protection, False Roofing etc. (Repair/maintenance work).</li> <li>Work of Water Supply – Repairing/rewinding of water motor pump etc., Water-Supply pipe line and other</li> </ul>	Fund)
	related plumbing, sanitation work, maintenance work of Water cooler /Water purifier etc.	

#### F:Terms of Reference (ToR):

The prime purpose of empanelling the CPSU/SPSU, is to execute various Doctor Harisingh Gour Vishwavidyalaya Sagar works for Civil, Electrical maintenance and other related works through Central/State Public Sector Units (CPSU/SPSU) from the funds received from various Govt. agencies/HEFA/MoE/UGC/Other sources during period of one year (extendable up to 2 years).

All technical issues related with any repair maintenance work including effective coordination and implementation of the work being assigned from time to time to the CPSU/SPSU by DHSGVV. The CPSU/SPSU shall be responsible for effectively leading and taking initiative to manage, execute and repair works for the existing campus, delineate installing procedures, operationalizing procedures and reporting systems; and prepare other necessary arrangement (contracts and procurement etc.). The CPSU/SPSU will work closely supervise the works being executed by the contractors appointed by CPSU/SPSU for various repair maintenance work assigned to CPSU/SPSU from time to time by DHSGVV. The CPSU/SPSU will be accountable for maintenance and supervision, monitoring the quality, project performance monitoring systems etc. In accordance with the CVC guidelines, latest CPWD norms, IS Codal provisions and prevailing GFR terms and conditions of the agreement to be executed between DHSGVV and CPSU/SPSU, Terms and Conditions of the Financing/Funding Agencies, MoE, UGC, HEFA etc and directions received from time to time. The CPSU/SPSU shall be accountable for executing the assigned repair and maintenance work as per the requirement of the user departments, within the sanctioned budget and time stipulation. Other conditions are elaborated in this EoI.

The interested eligible bidders i.e. reputed Central/state Public Sector Unit (CPSU/SPSU), GoI may participate in EoI cum RfP through e-TENDER. The method of selection of the bidder will be Least Cost System (LCS) as per GFR2017-Rule-193. The successful bidder has to carry out Maintenance work & Supervision in DHSGVV Campus during the period of one year (extendable up to 2 years in stretch of one year each).

### G: Eligibility Criteria for Technical Evaluation

Sl. No.	Parameter for CPSU/SPS	U				
G1	The bidder must be a Central/State Public Sector Undertaking (CPSU/SPSU), Government of					
	India Enterprise, in India under the Indian Companies Act 1956/2013 and working Minimum for					
	the past 10 years as on Bid Due Date.					
	The Bidder should have satisf	factorily 1	rendered services of project manageme	ent consultancy &		
	supervision of maintenance works in the past ten years,					
	i) At least one similar work of value not less than Rs. 15.00 Crore or					
G2	ii) Two similar works of va					
	iii) Three similar works of v					
	"Similar work" shall mean supervision/ original/ repair maintenance/ addition alternation for all					
			maintenance work for Institutional	-		
			/Govt. agencies/Govt. autonomous bod	·		
G3			iness turnover of not less than Rs. 15.0			
43			24. Balance sheets for the last three years the self-like and the self-like and the self-like se	ars ending March 2024		
C 4	duly certified by a chartered A					
G4		e suffered	losses in more than one year period du	iring the last three Years		
CF	ending March 2024.	1	1 6	· c		
G5	project/work shall not be con		ember of consortium/joint venture/ asse	ociation for any		
	Any bidder, which has been		or evaluation.			
	(i) Barred/blacklisted/put or		, or			
	* /	•	nated/scope curtailed/restricted	due to non		
<b>G6</b>			rmance of assigned projects by any St			
			or Government of India (GoI), or			
			niversities of SG/UT/GoI as on bio			
	investigations, will not be eligible to participate in this EoI/bid. (Enclose the notarized certificate					
- CF	in this regard as per An					
G7			er Annexure – III (a), (b), (c) & (d)	. 02		
G8	march 2024 as per <b>Annexur</b>		vorth (CA Certificate) during each of l	ast 03 years ending		
		,	e professionally qualified (minimum G	raduata dagraa) ragular		
G9	staff as on this EoI/bid public			aduate degree) regular		
32	Civil Engineers	25	Electrical Engineers	10		
	Mechanical Engineers	10	Electronics/ Instrument Engineer	05		
G10			zed signatory, who has been authorized			
			the prescribed format (Annexure –I) of	•		
			f Rs. 500/- must be scanned and submit	•		
	Technical Bid.	r r-r-r	and such a such as a such			
G11		ID in the	form of Demand Draft/FDR/Banker Ch	neque/RTGS/NEFT or		
				1		
	through Samarth Portal link for Earnest Money Deposit (EMD).  However, the scan copy of the same EMD must be submitted in the bid document for					
	technical evaluation on CPP portal.					
G12		_	ks of CPSU/SPSU during the last Five	Years ending last day		
	of the month March 2024 of a					
G13	Bidders are required to submi	t copies of	of the audited balance sheet of the bidde			
	financial years ending March	2024 dul	y certified by a Chartered Accountant s	should be enclosed. If		
			ete ,unaudited financial results may be s	submitted, (Details of		
	PAN, ITR (Income Tax Retu	rn) for la	st 3 financial years must be furnished)			

	G14 Table 1.0 Technical Evaluation Parameter					
Sl. No	Pa	rameter for CPSU/SPSU	<b>Evaluation Criteria</b>		Maximum Score (Marks)	
G14.1	Annual Turnover, from consultancy fee, for three financial years 2021-22, 2022-23,2023-24		i. > Rs. 15Cr.       :20 Marks         ii. >Rs. 7.5 Cr upto Rs.15 Cr.       :14 Marks         iii. >Rs. 03 Cr upto Rs. 7.50 Cr       : 8 Marks         iv. ≤Rs. 03 Cr       : 0Marks		20	
G14.2	Sch abov	id ISO Certification & nedule 'A' Miniratna & ve CPSU/SPSU	10 marks if CPSU/SPSU ful otherwise zero mark.	Ifils both the criteria	10	
G14.3	Emp	loyee strength in Organization	on			
	Bach Engi The Arch shou Emp	loyees on nanent Pay Roll of the	a) Civil Engineers (Max 6 Marks)  b) Electrical Engineers (Max 4 Marks)  c) Architects (Max 4 Marks)  d) Mechanical Engineers (Max 4 Marks)  e) Electronics/ Instrument	>50 Nos.: 6 Marks 26-50 Nos.: 4Marks 15-25Nos. 2 Mark <15Nos. : 0 Mark  >25Nos. :4 Marks 15 -25Nos. :2Mark <15Nos. :0Mark  >5Nos. :4 Marks 03 -05 Nos. :2 Mark <03Nos. :0Mark  >5Nos. :4 Marks 03-05Nos. :2 Mark <03Nos. :0Mark  >5Nos. :4 Marks 03-05Nos. :2 Mark <03Nos. :0Mark  >5Nos. :2 Mark <03Nos. :2 Mark <03Nos. :2 Mark <03Nos. :2 Mark <03Nos. :2 Mark	20	
			Engineer (Max 2 mark)	<5Nos. :0Mark		
G14.4	Expe	erience of the Firm(during la				
	Similar project successfully completed 4.1 based on value of project  Similar on-going project 4.2 based on value of project		(i) 5 marks Upto Rs.15 Cr. (ii) 10 marks above Rs.15 Cr (iii) 15 marks above Rs.30 C (iv) 20 marks above Rs.45 C (v) 25 marks for more than I	r Ûpto Rs.45 Cr. Cr Upto Rs.60 Cr	25	
			(i) 5 marks Upto Rs.15Cr. (ii) 10 marks above Rs.15 Cr (iii) 15 marks above Rs.30 Cr (iv) 20 marks above Rs.45 Cr (i) 25 marks for more than I	· Upto Rs.30 Cr r Upto Rs.45 Cr. cr Upto Rs.60 Cr	25	
				Total	100	

**Note:-** The bidders will be allotted marks out of **100 marks** as detailed in the **G14 table-1.0** (Technical Evaluation Parameters), on the basis of the certified documents submitted by the bidder along with the tender, in support of the desired information furnished by the concerned bidder. Those bidders whose score is more than or equal to **60 marks** will be shortlisted, and financial offers/Bid will be opened for those bidders only.

The Bidder must furnish the following information in the tabular form.

### DOCUMENTARY EVIDENCE AS PER ELIGIBILITY CRITERIA (CLAUSE G)

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

(Relevant page no for documents attached in Eof should be entered by the bidder and submitted under the technical bid)						
		Reference page nu	Reference page numbers of the documents submitted by the bidder			
		Page N	umber	Remarks		
Sl. No.	Clause G14	From	То	Regarding Attachment of documents along with the technical bid. Whether Attached  (Yes/No)		
1	G-14.1					
2	G-14.2					
3	G-14.3					
4	G-14.4					

#### H:. TERMS AND CONDITIONS FOR EoI/RfP

- a. The e-Tender document can be downloaded from the websites <a href="www.dhsgsu.edu.in">www.dhsgsu.edu.in</a> or <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>.
  - Corrigendum, (if any) would appear only on the above web sites and will not be published anywhere else.
- b. EMD and criteria for Online (soft copy) Bid Submission.
  - i. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from websites www.dhsgsu.edu.in or www.eprocure.gov.in.
  - ii. EMD of Rs. 06,00,000/- should be in the form of Demand Draft/FDR/Banker Cheque/RTGS/NEFT or through Samarth Portal link in favour of "The Registrar, Doctor Harisingh Gour Vishwavidyalaya", drawn on any Scheduled bank payable at Sagar (M.P).
  - iii. Original demand draft for EMD in the form of Demand Draft/FDR/Banker Cheque/RTGS/NEFT or through Samarth Portal link for Earnest Money Deposit (EMD) in a sealed envelope must reach to the following address on or before 04.06.2025 to the following address: "Registrar, Doctor Harisingh Gour Vishwavidyalaya Sagar, Madhya Pradesh".
    - The above envelope should be marked "EMD for EoI/RfP for DHSGVV, Sagar".
  - iv. Bidder must register on the website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> for uploading the soft copy of the bid. Those interested Bidders not registered on the website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> mentioned above, are required to get registered beforehand.
    - If needed they can be imparted training on online bidding process as per details available on the above website.
  - v. The interesting bidder (s) must read the terms and conditions of this e-Tender carefully, and should submit bid only if they are eligible and are in possession of all the required documents.
  - vi. The interesting bidder (s) must have a valid digital signature to submit the bid.
  - vii. Bidders should upload documents in the form of PDF format or as per the format available on the website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>.
  - viii. Bidder must upload on the e-Tendering website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> the scanned copy of Demand Draft/FDR/Banker Cheque/RTGS/NEFT or through Samarth Portal link of Earnest Money Deposit (EMD) in PDF format.
  - ix. Bidders must upload on the e-Tendering website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>, the scanned copy of the bid documents Technical (in PDF format) and Financial Bids.
  - x. First PDF file titled "Technical Bid \_Name of Bidder" must have all required documents related to Technical Bid.
  - xi. Second file (as per the format available on the website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>) titled "Financial Bid Name of Bidder" must have the Financial Bid.
  - xii. The bidders are required to upload and submit the scanned page of Technical documents as per essential eligibility criteria for the bidders and other required documents as per this e-Tender.
  - xiii. The Technical bid file must contain the scanned copies of duly signed e- Tender,

certified copies of documents related to Essential Eligibility Criteria for Technical Evaluation, 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 2024, Details of Permanent Account Number, ITR (Income Tax Return) for last 3 financial years, GST registration certificate, bank mandate for company/firm at least 5 years old, etc. relevant for evaluating the bidder technically, Corrigendum/Addendum/Other documents, if any, etc. issued by DHSGVV from time to time.

- xiv. The bidder shall quote the rate (up to 2 Decimals) as per ANNEXURE-V.
- xv. The tenderer (s) is/are required to quote the rate strictly as per the terms and conditions, given in these e-Tender documents.
- xvi. Power of Attorney of the person must be having digital signature for signing /submitting the tender. This should be supported by Board Resolution (in case of a company registered under the Companies Act).
- xvii. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the renderer, rate of such item shall be treated as "0" (Zero).
- xviii. Information and Instructions for tenderer posted on websites shall form part of bid document.
- xix. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids. Bids with Incomplete/Ambiguous information will be rejected.
- xx. On opening date, the Bidder can login and see the bid opening process.
- c. Successful bidder shall have to submit the certified serially numbered hard copies of all the documents uploaded on the designated website and other relevant original documents for verification before award of the work.
- d. Bidders are required to keep update information regarding the online tendering process and upload the tender online accordingly. The information mentioned above are superficial guidelines for bidders as per the available guidelines as on date. DHSGVV shall not be responsible if any information furnished above regarding the up loading of the tender is incomplete or not updated.
- e. An evaluation Criteria-Broad guide line for evaluation of Financial Bids is as follows:
- i. Only those Financial Bids will be opened and evaluated which are found to fulfill all the eligibility and qualifying requirements of this EoI/RFP through e-Tender.
- ii. The bidder should quote the rates in INR, for the consultancy fees, all taxes, Duties etc. but excluding GST, as per Government rules and regulation as per the prevailing rate. However the variation in any taxes duly notified by the Government shall be considered during evaluation and execution.
- iii. Quoted rate shall be fixed and shall not be subject to escalation of any description except the taxes.

iv. If there is any discrepancy between word and figures, the quoted rate in words will be taken as final quoted price by the bidder. The Decision of DHSGVV in this regards will be final and binding.

#### FINANCIAL EVALUATION (Least Cost System - LCS):

The Financial bid of technically qualified bidder shall then be opened and notified later. The final selection of agency is based on the lowest rate quoted in the Financial Bid.

#### PROCEDURE FOR SUBMITTING BIDS

- submitted **Bids** shall be online CPPP website: i) only at http://eprocure.gov.in/eprocure/app. Tenderers advised follow are to the instructions "Instructions for Online Bid Submission" provided in Annexure - VI for online submission of bids.
- ii) Tenders will have to be submitted in Two Parts i.e. (a) Technical Bid and (b) Financial Bid through ONLINE mode only.
- iii) EMD (Rs. 06,00,000/-) must be submitted through online mode only. EMD may be deposited through Demand Draft/FDR/Banker Cheque/RTGS/NEFT or through Samarth Portal link to the following detail (UTR No. should be submitted in the technical bid)

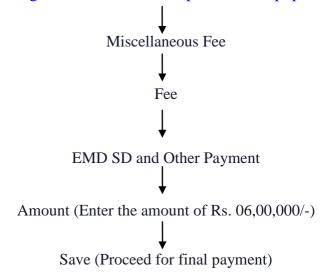
Name: The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, MP

Name of the Bank: State Bank of India

Account No. 10186725260 IFSC Code: SBIN00011043

The EMD can also be submitted through Samarth portal link to the University. The link is as under link

https://dhsgsu.samarth.edu.in/feeportal/index.php/site/login.



However, the scan copy of the same EMD must be submitted in the bid document for technical evaluation on CPP portal.

#### **I: SPECIAL TERMS & CONDITIONS (STC)**

#### **I) Organization Information:**

Bidders are required to submit the following information in respect of the conversed organization (ANNEXURE-III ((a) to (e)) containing Forms -'A' to 'E').

- a. Name, postal address, Telephone, Fax Number, email-id and URL.
- b. Year of establishment and commencement of practice.
- c. GST and PAN 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.

#### I) Work and Co-ordination

The CPSU/SPSU will complete the project in time and ensuring proper quality control and safety practices. Responsibilities of CPSU/SPSU are as follows:

- (i) Documentation of all maintenance work related matters.
- (ii) Preparation of periodical reports relating to time, cost and quality.
- (iii) Manage the contracts according to the Conditions of Contract.

#### II) Repairs and maintenance Supervision

- (i) Deploy requisite number of qualified personnel and engineer in the relevant field at site to supervise the day-to-day works and also to monitor the repairs and maintenance procedures, quality control in House.
- (ii) The CPSU/SPSU shall ensure safety practices and quality in day-to-day work as per specifications and standards.
- (iii) The CPSU/SPSU should provide a monthly update on the progress of work and expenditure to DHSGVV, Sagar and review the completed tasks and detail specific steps and measures to be implemented for tasks with delays in schedule.
- (iv) Check all the measurements recorded in the Measurement books by contractor at site with respect to approved drawings and certify the accuracy.
- (v) Check the bills submitted by the contractor and certify its accuracy.
- (vi) To make all correspondence with the contractors for proper execution of work.
- (vii) Co-ordinate with all agencies working at site and liaise with local authorities for obtaining appropriate permissions / commencement certificates etc.
- (viii) Conduct frequent periodic meetings with the contractors.
- (ix) The work/supply should be done as per the relevant Indian standard (IS) codal provisions.
- (x) For the assigned projects, the Agency shall provide the required information in the format desired by statutory/ Government bodies (like MoE, UGC etc.) from time to time.
- (xi) The agency shall intimate to DHSGVV about the physical and financial progress of project works, including bar charts, at monthly intervals. The CPSU/SPSU shall obtain satisfactory report from the client for the works before

- making payment to the Contractors or any other Agencies.
- (xii) The CPSU/SPSU shall conduct all the procedures and provide all the data/documents to as and when required by auditors of CTE/C&AG/CVC etc.
- (xiii) The CPSU/SPSU shall coordinate with contractors and rendering technical advice to the client; Holding periodic Progress review Meetings and sorting out problems arising if any due to any action of the Client and/or by the Agency.
- (xiv) The agency shall keep a close watch on deviations during execution by way of Extra items, Substituted items and Deviations in Quantities of Schedule items. The Agency shall also fix the Rates for items/quantities covered by Deviation orders as per the contract condition between contractor and the Agency. Client to be kept informed for issue of necessary revised expenditure sanction when ever found necessary if the cost of the work with its Deviation and price escalation (if provided for in the contract) and the Agency's fees including service tax etc. in terms of this agreement exceeds the amount for which expenditure sanction has been issued by the client earlier.
- (xv) 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.
- (xvi) Settling the Claims/disputes, if any, made by the Works Contractors, Where there is disagreement between the Agency and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between Agency 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.
- (xvii) The Agency shall obtain the necessary clearance from the Agencies/Departments/Local Bodies concerned and for taking completion certificates for the occupation of the Completed works.
- (xviii) 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 Agency as advised by the client.
- (xix) The Agency shall scrutinize and approve the contractor's safety management manual and ensure its implementation in the project.
- (xx) It will be compulsory for the Agency to place at site, fulltime qualified engineers throughout the period of execution of works. Graduate / Diploma engineers will be considered as qualified engineers. Agency is expected to ensure that men of proven ability and adequately qualified are only employed at site and they work diligently. In case, Client finds and Engineers not up to the mark, the Agency will have to withdraw him/them from site and replace him or them by posting new one/s in his/their position. Client reserves the right to remove such personnel and ask for a substitute of required caliber. Client reserves the right to panelize the Agency for such undesirable deeds. In case any engineer/s resign their employment, Agency shall immediately provide a substitute of equivalent caliber.
- (xxi) The Agency 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.

#### **III) Post Maintenance Activity:**

- (i) Ensure proper commissioning and handing over for occupation for the completed maintenance work in all respect.
- (ii) Ensure maintenance during the defect liability period (12 months) after successful handing over the completed project to the DHSGVV.
- (iii) The CPSU/SPSU will be solely responsible for any financial, technical and legal issues related with the maintenance work entrusted to that CPSU/SPSU.
- (iv) The CPSU/SPSU will also submit the Guaranty/Warranty related documents for the accessories, equipment, appliances, fixtures, fittings etc. installed/fixed in the maintenance work.
- (v) The CPSU/SPSU 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 works to the DHSGVV.
- (vi) The CPSU/SPSU shall be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The CPSU/SPSU shall also be technically legally and financially responsible for the work entrusted by the DHSGVV.
- (vii) Furnishing replies to the audit queries raised by the C&AG auditors pertaining to the scope of CPSU/SPSU's services to their satisfaction at any/all times.
- (viii) Complete maintenance work management of contract with the Works Contractor till the expiry of the Defect liability Period and releasing of payment of final dues to the Contractor by CPSU/SPSU by issuing satisfactory completion certificate after intimation to client and giving two months time for Client's comments.
- (ix) Collect and deliver to the Client, Guarantee Bonds executed by the Contractor for Specialized items of Works (if applicable as per the provisions of contract between contractor and the CPSU/SPSU) 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.
- (x) The CPSU/SPSU shall also perform post maintenance work activities including inspecting the defective works for their rectification during the Defect Liability Period.

### **J:** Instructions to Bidders (ItB)

#### General Terms& Conditions (GTC) of Eol/RfP

- 1. The bidders should have valid GST registration. (Relevant documents must be attached as required in the previous clause/sections.)
- 2. The bidder has to put the firm's seal and signature in full at all pages of the bidding document.
- 3. Bid must be submitted and signed by the authorized signatory only.
- 4. Conditional and in complete offer/Bid will be liable to be summarily rejected.

#### **Disqualification:**

The University may disqualify bids on account of any of the following reasons:

- i. If bid is received after the due last date and time of submission
- ii. If the tenderer does not upload all the desired documents as stipulated in the bid document.
- iii. Tenders in which any of the prescribed conditions/documents are not fulfilled/ incomplete/ not satisfactory in any respect.
- iv. If the bidder attempts to influence any member of the Technical Committee/ DHSGVV officials for winning the bid.
- v. If the bid is conditional.
- vi. If the bidder provides any misleading/false information or conceals any information.
- vii. If the bidders make any corrections, additions, alterations/deletions in the downloaded bid document and upload the same.
- viii. If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), Central/State Government, or any other of their agencies.
- ix. Non fulfillment of any of the eligibility criteria as per this e-Tender/EoI/RfP.
- x. Bid submitted without the declaration as desired in this e-tender/EoI/RfP.
- xi. If the desired EMD is not received by the DHSGVV 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.
- 5. 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.
- 6. Bidders are advised to visit the designated websites <a href="www.dhsgsu.edu.in">www.dhsgsu.edu.in</a> and <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> regularly for latest updates & clarifications/corrigendum (if any) regarding this e-Tender/EoI/RfP and during subsequent stages of evaluation; otherwise University will not have any responsibility for bidder being not informed.
- 7. Any addition/deletion/modification of this e-Tender/EoI/RFP made before the due date/time of the tender will be displayed on www.dhsgsu.edu.in or www.eprocure.gov.in website only.
- 8. In case the last date fixed for the submission of EMD, is declared as the holiday/off-day, the next working day shall be deemed to be the last date.
- 9. 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.
- 10. Mere fulfilling the criteria laid down in this e-Tender/EoI/RfP does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works at DHSGVV.

- 11. The decision of acceptance of any or all tender(s) will rest with DHSGVV, who does not bind itself to accept the lowest tender and reserves to itself the right to reject any.
- 12. All of the tenders received without assigning any reason thereof in favour of the University.
- 13. Period of Validity of Bids will be 03 months from the date of opening of the financial bid.
- 14. 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 after the recommendation of competent authority.
- (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 by the lowest bidder.
- (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 there of fixed by the University (DHSGVV).
  - c) If the 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.
- 15. 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.
- 16. All provisions in this EoI document and future documents to be issued by the University in connection with this PMC work are/will be supplementary and complementary to each other and are not to be read in isolation.
- 17. In the interest of the University, the DHSGVV reserves the right to:
- i. Accept or reject any or all bids for this e-Tender/EoI/RfP without assigning any reason, whatsoever at any stage.
- ii. Amend the selection process at any stage without assigning any reason, whatsoever.
- iii. Interpret any clause, modify/alter and amend the provisions of this e-Tender/EoI/RfP or any other document issued at any stage of selection without assigning any reason, whatsoever.
- iv. Amend the scope of work without assigning any reason, whatsoever.
- v. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the DHSGVV and Close/ cancel the invitation/ tender notice at any stage without assigning any reason, whatsoever.
- 18. The date and time of opening the financial bid shall be notified later and uploaded on the websites <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> only.
- 19. The University may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of work to which the CPSU/SPSU will render due assistance in discharge of their duties.

- 20. The maintenance work is open to technical/quality audit by any authorized Government agency to which the CPSU/SPSU will render assistance in discharge of their duties.
- 21. CPSU/SPSU 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.
- 22. 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.
- 23. The selected CPSU/SPSU shall have to deposit @5% of the consultancy service fee/ charge, as the Performance Security in the form of Demand Draft/FDR/Banker Cheque drawn from any scheduled bank in favour of 'Registrar, Dr. Harisingh Gour Vishwavidyalaya', payable at Sagar. (M.P.) or as the Bank Guarantee for which the format shall be provided to the selected CPSU/SPSU at the time of executing the MoU. This amount shall be refunded to the CPSU/SPSU without any interest on successful completion of project. In case of non-satisfactory performance, the University reserves the right to forfeit the Performance Security.
- 24. The DHSGVV 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.
- 25. The CPSU/SPSU shall work towards minimizing if not total elimination of claims and disputes from the contractors. While checking the invoices and bills submitted by contractors the CPSU/SPSU 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.
- 26. The procedures and Works Manuals based on which the tender documents to be prepared shall be as decided preferably on the basis of CPWD manual.
- 27. The CPSU/SPSU shall monitor and ensure that every incident at the work site is reported and recorded and that the contractor takes corrective and preventive measures for avoiding their recurrence. Further, it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the contractors(s) takes corrective and preventive measures to improve the practices to avoid accidents.
- 28. The CPSU/SPSU 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).

#### 29. TAXES & DUTIES:

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

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

PMC/bidder 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/bidder. PMC/bidder shall submit the final accounts either at the end of each financial year or at the time of closure of contract.

30. CPSU/SPSU shall be fully responsible for the soundness and correctness of all maintenance works executed by the contractor.

#### 31. PAYMENT MODE

- (a) The whole agency with Repairs & Maintenance services jobs will be distributed into several packages to determine/specify the duration, contract value and professional fees.
- (b) DHSGVV/HEFA/MoE, GoI (as the case may be) will deposit up to 33 % (Thirty Three percent only) or as applicable as per the direction of Financing/Funding Agency/standard norm of total estimated cost of the maintenance work as initial deposit with CPSU/SPSU. Out of this deposit received, CPSU/SPSU will release the payment to the various agencies. Out of 33% as above first installment of 10% will be deposited at the time of award of the work and balance 23% amount will be deposited after CPSU/SPSU has successfully tendered and awarded the work to the bidding agency for execution.
- (c) Whenever about 70% of the initial deposit is spent by CPSU/SPSU, the University/financing/funding agencies (as the case may be) shall provide additional funds to the tune of next 33% (Thirty Three percent only) of the estimated cost on written demand with justification by CPSU/SPSU for timely completion of works.
- (d) Similarly, future fund requirements would be met by the invoice raised by the agency from time to time till completion of release of 100% fund.
- (e) Any specific or emergent funds requirement by agency can also be requested by the agency by providing justification & 'UC' for the funds.
- (f) Agency shall always ensure availability of BG equivalent to 5% (Five Percent Only) with them before releasing more than 95% payment to the contractor. BG equivalent to 5% (Five percent only) of the maintenance cost shall be released by agency after the successful & satisfactory completion of Defect Liability Period for each package of work after a certificate is submitted to the University by the CPSU/SPSU stating that no defects are pending.
- (g) Separate account of the university funds will be maintained by CPSU/SPSU in the nationalized bank to get the maximum benefit of interest by opening Flexi Fixed Deposit (FFD) or needful as per the guidelines/directions of financing/funding agencies issued from time to time.
- (h) If any interest accrues in the bank on the deposit/advance given by the University and/or in terms of EMD/ SD/other amount deposited to CPSU/SPSU by the contractor/ deducted by CPSU/SPSU from the contractors' bills etc., then the same shall have to be credited to the project/maintenance account of the University by CPSU/SPSU.
- (i) During the execution of projects expenditure and utilization certificate will be forwarded by CPSU/SPSU in an approved CPWD format on monthly basis to the University or in any other manner as sought by the university or by financing/ funding agency, from time to time.
- (j) The payment mode of consultancy fees/service charges of the CPSU/SPSU shall be finalized at the time of executing the agreement/MoU between the CPSU/SPSU and DHSGVV, as per the prevailing guidelines (if any) issued by the financing/funding agency.
- (k) CPSU/SPSU 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, GoI or on any other platform.
- (l) Any of the above point is liable to be modified as per the guidelines of the Funding agency. i.e. HEFA/UGC/MoE/GoI from time to time. The selected CPSU/SPSU is bound to accept any of the modified conditions at the time of agreement or thereafter during execution of the project. As the modification will be as per the mandatory guidelines of the Funding agency.
- (m) The payment to CPSU/SPSU may or may not be made by the University directly. The CPSU/SPSU 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 DHSGVV in writing or otherwise to the CPSU/SPSU agency from time to time.
- (n) CPSU/SPSU has to strictly follow & comply all the directions/ guidelines/norms of the HEFA/MoE/UGC/DHSGVV issued from time to time during and after assignment & execution of the DHSGVV Projects/Works.
- 32. The bidders are required to follow the guidelines as mentioned in this EoI.

#### 33. AGENCY'S FEE

- i) Rate would be quoted in the Financial Bid (with all taxes duties, levies excluding GST etc. which are payable in relation to the performance of the Agreement to be executed between DHSGVV and the empanelled CPSU/SPSU. This fee shall remain same even if the projects/maintenance costs exceeds up to 10% of Rs. 3.00 crore i.e., up to Rs. 3.30 Crore.
- ii) Consultancy fee shall be paid as a percentage of the total work executed based on invoices raised on monthly basis by the selected CPSU/SPSU. The total fee payable will be initially calculated on the above basis followed by contract value of the project work as per letter of award placed on contractor by the Agency.
- iii) The Agency shall pay any and all taxes, duties, levies excluding GST etc. which are payable in relation to the performance of the Contract. No extra fee in any case shall be paid to the Agency by DHSGVV other than the Agency's Fee.
- iv) Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by DHSGVV Sagar. No variation in taxes, duties or levies other than statutory taxes & duties shall be payable.
- v) DHSGVV shall deduct Income Tax at source at applicable rates, as per GoI rules.
- vi) The stage of payment of consultancy fee and GST there on will be finalized at the time of executing agreement and also during execution of the DHSGVV project/work based on the guidelines/directions of the Financing/Funding Agency i.e. HEFA/MoE/UGC/ Other Bodies GoI from time to time, which shall be acceptable to the CPSU/SPSU. The DHSGVV has all the rights reserved to finalize the payment terms in the interest of the University.
- vii) The Agency shall withdraw its fee from the bank account in which the fund for the said project is deposited. The withdrawal of fee by the Agency shall be based on stage of payment detailed in the agreement. However, this term will be finalized at the time of executing the agreement or during the progress of the work based on the guidelines/directions of the Financing/Funding Agency i.e. HEFA/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 Agency shall be paid the consultancy fee on pro-rata basis for the progress of the work done by the Agency at the time of stopping the work at that stage.

- ix) In case of termination of contract due to non-performance of CPSU/SPSU, the security/guarantee money deposited by CPSU/SPSU shall be forfeited apart from imposing appropriate penalty on CPSU/SPSU.
- x) DHSGVV has all the rights reserved to impose financial penalty on the CPSU/SPSU and even terminate the contract, if any litigation occurs or the work gets affected or the funding / financing is affected or any other reason which otherwise creates hindrance in progress/ completion of the assigned projects etc., due to unprofessional approach of CPSU/SPSU in any of the stages before tendering, during tendering, award of Work Order, executing the Agreement b/w the CPSU/SPSU & the contractor, during execution of the work etc.

#### 34. MAINTENANCE COST

"MAINTENANCE COST" will consist of the expenditure incurred towards the following, all to be borne by the Client within the sanctioned amount. However, such cost should be justifiable in the interest of the University and do not contradict with the terms and conditions in this EoI. In case of any ambiguity, the decision of the University will be final and binding. Further, if additional expenditure is required due to the mistake /unprofessional act etc. on the part of the CPSU/SPSU, then the University may not permit to meet such expenses.

- i) The awarded cost of the maintenance work (including taxes, duties, cost escalation due to delay from the client part).
- ii) Cost of extra items, additions, deviations and substitution, if prior written approval of the Client has been obtained in this regard.
- iii) Charges, if any, levied by Local Authorities / Providers of services such as Water Supply, Drainage, Sewerage etc. for shifting / relocation of Utilities as well as their disconnection / connection.
- iv) Cost of litigation, if any, with a Third Party or individual organization to remove legal barriers in the execution of works.
- v) Advertisement Charges for issuing Notice Inviting Tenders (NIT).
- vi) 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.
- vii) Any amount paid/payable to the contractor towards his claims as considered reasonable by the Agency.
- viii) Any amount paid/payable to the contractor towards his claims not accepted by the Agency 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/ Agency in the Arbitration of Court proceedings.
- ix) Cost incurred in construction and maintenance of temporary Site Office, area fencing, stores, octopi, storage and insurance, meeting office expenses, watch & ward of the entire construction site, transportation cost, accommodation etc., so as to execute the maintenance 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.
- 35. Regarding Escalation in maintenance work, relevant clause of latest CPWD shall be applicable.

### 36. DELAY DUE TO FACTORS WHICH ARE NOT UNDER CONTROL OF THE CPSU/SPSU:

Suitable extension will be granted if delay is not attributable to the CPSU/SPSU. Suitable compensation as per mutually agreed terms and conditions shall be given to the Agency to meet out his expenses for the extended period.

#### 37. 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 Agency.
- d. The Client will communicate their decisions whenever referred to, within reasonable time of such request from the CPSU/SPSU.
- e. The Client/financing/funding agency shall pay the consultancy charges to the CPSU/SPSU, in line with the agreed payment schedule.
- f. The Client shall not be responsible for any liability arising out of CPSU/SPSU's contractual obligations with the CPSU/SPSU's i.e. personnel, sub-agency, licensors, collaborators, vendors and subordinates, working contractors for DHSGVV Projects, and who are engaged by the CPSU/SPSU and whose remuneration/fees are paid by the CPSU/SPSU from his/their consultancy fee.
- g. The Client shall promptly take over the maintenance works facilities within 30 days from the date of certified physical completion in all aspects. If for any reason, the Client is unable to comply with the above requirements within the mentioned above, the CPSU/SPSU shall allow the Client a further period of 15 days for the taking over of the Works.
- h. The Client shall provide office accommodation in the campus with electricity & water supply on payment basis.
- i. Extension of Contract: In the interest of the University, in order to complete certain on-going projects, the client reserves the right to extend the period of contract maximum of two (one + one)years beyond the two years period of contract from the date of this agreement.

#### 38. OTHER RESPONSIBILITIES OF CPSU/SPSU

- 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.
- vi. Checking & finalization of final estimates, assisting in the audit/technical observation, etc.(if any).
- vii. Conduct Arbitration matters between various agencies till final settlements of disputes.
- viii. CPSU/SPSU shall prepare draft replies and get it vetted from the University in replying to the observations made by CAG Audit/Vigilance etc., if required.
- ix. CPSU/SPSU 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. CPSU/SPSU shall maintain all registers/records during execution of works as stipulated in CPWD Works Manual.(Latest version)
- xi. At the end of every financial year and at the end of the project, CPSU/SPSU shall submit an expenditure and utilization of funds statement including the interest accrued in bank, in the format of CPWD Works Manual.
- 39. Various information sought in the enclosed formats should be furnished completely without any ambiguity.
- 40. The bids should be preferably type written and should be signed by the authorized person/bidder.
- 41. If any information furnished by the bidder is found to be incorrect either immediately or at a later stage/date, the bidder is liable to be debarred from taking part in any bid of DHSGVV Sagar and the EMD deposited by the bidder may be forfeited.
- 42. Signing the Bids: The bid shall be signed by a person who is competent enough and authorized by the concerned CPSU/SPSU for which an authorization letter shall be submitted in original.
- 43. 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.
- 44. Letter of transmittal (ANNEXURE-II) and ANNEXURE-III (a) to (e) containing forms 'A' to 'E' as per this EoI, where information/documents have been sought should be furnished along with relevant certified documents.
- 45. 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 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 Envelope containing EMD shall be submitted only though speed/Registered post only.
- 46. The bidder should sign and affix his office seal on each page of the EoI document downloaded from DHSGVV, Sagar. (website <a href="www.dhsgsu.edu.in">www.dhsgsu.edu.in</a>). 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.
- 47. 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.

- 48. Any information furnished by the bidder found to be incorrect either immediately or later date would render him liable to be debarred from taking up the project.
- 49. Documents submitted by the bidders in connection with this EoI will be the property of DHSGVV, Sagar.
- 50. DHSGVV, Sagar reserves its right not to respond to any such query which it thinks not essential in the interest of the University.
- 51. DHSGVV, Sagar is not bound to accept any or all the EoIs. DHSGVV Sagar, reserves the right to reject any or all EOIs in the interest of the University (DHSGVV) without assigning any reasons, there off. No bidder shall have any cause of action or claim against DHSGVV, Sagar. or its officers, employees, advisers, agents, successors or assignees for rejection of this EoI.
- 52. 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.
- 53. 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 DHSGVV, Sagar 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 DHSGVV Sagar, or any of its respective officers, employees, advisers or agents, whether negligent or otherwise.
- 54. The CPSU/SPSU will be engaged for the purpose of executing work as per scope of work and concerned CPSU/SPSU's technical officers will be directly and fully answerable to the public undertaking/CVC/legal issues/banks etc. concerned. The CPSU/SPSU engaged, will be technically legally and financially responsible for the work entrusted by the DHSGVV.
- 55. The discretion and decision of Vice-Chancellor Doctor Harisingh Gour Vishwavidyalaya Sagar, (M.P.) in respect of the 'EoI', shall be final and bidding.
- 56. Time Limit for Validity of the Agreement: Unless extended by mutual consent of both the Client and the Firm/Contractor (PARTIES), the Agreement will be valid for a period of 60 days beyond the date of the liability Period after completion of the last works contract under this agreement.

#### 57. LABOUR LAWS

- a The Agency 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 Agency 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 Agency 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.
- The Agency shall incorporate third party risk clause in all Works Contracts awarded by the Agency, 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.

#### 58. TIME SCHEDULE

- a Time is the essence of contract. The phasing of work and time allocations therefore shall be finalized by the Client in consultation with the agency for execution of works by the Contractors.
- b The agency shall furnish to the client a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on client requirements.
- c The work in all respects shall be got completed by the agency as per the above time schedule through engaged contractors.
- a. The CPSU/SPSU shall honour the time stipulation fixed by DHSGVV/financing agency/funding agency/UGC/HEFA/MoE other Govt. Body as per their directions from time to time. The CPSU/SPSU shall keep informing any deviation in time schedule timely in writing.

#### 59. **PERIOD OF AGREEMENT:**

Initial Contract Period for CPSU/SPSU will be one year from the date of Agreement. However, this three year period is extendable further up to maximum period of 2 years in stretch of 1 year each, with mutual consent between DHSGVV and appointed CPSU/SPSU.

#### 60. TERMINATION OF CONTRACT/AGREEMENT WITH APPOINTED CPSU/SPSU:

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 Agency fails to perform any obligation(s) under the contract and if Agency, 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 Agency, if Agency 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.
- Termination for Convenience: The Client may by written notice sent to Agency, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Client till the date upon which such termination becomes effective.
- In case there is any change in the Article of Association & Memorandum of Association of the Agency, 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 Agencys 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 Agency 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 Agency.
- In case of the Termination under above clause (a), or (b) or (c), the Client my make use of all or any drawings, estimates or other documents prepared by the Agency, after a reasonable payment for the services of the Agency for preparation of the same.

#### 61. FORCE MAJEURE

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

#### **62. LIQUIDATED DAMAGES:**

In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to CPSU/SPSU, a sum equivalent to 0.5% (half percent) of fees for of each completed week by which the respective work has been delayed subject to maximum of 10% (ten percent) of the fees, shall be levied by way of liquidated damages not by way of penalty. This shall however not absolve the Firm/contractor of the responsibilities and obligations under the contract to complete the execution of work as per the completion time schedule.

#### **63. PROFESSIONAL MISCONDUCT:**

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

#### 64. **CONFIDENTIALITY:**

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

#### 65. **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/Contract 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.

#### 66. THIRD PARTY LIABILITY:

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

#### 67. LIABILITY OF CPSU/SPSU

- a The agency 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 Agency shall be restricted to the period of validity of the Agreement to be executed between the Client and CPSU/SPSU.
- b The agency shall not delegate their work to any other agency without prior written approval of the Client.
- c Without prejudice to any provisions expressed in the Agreement, CPSU/SPSU shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under the Agreement due to reasons attributable to CPSU/SPSU. CPSU/SPSU shall remain liable for any damages due to its gross negligence within the period of validity of the Agreement. The amount of liability will be on the basis of actual loss/damage and it will be the maximum 20% of consultancy fee charged by CPSU/SPSU.
- 68. In case of any ambiguity/anything not contained in this document, DHSGVV 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 DHSGVV shall be free to cancel the whole or part of tender without assigning any reason.

#### 69. **ARBITRATION:**

Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. If the Parties are unable to so resolve within such period then the same shall be settled by referring to by either party to the Arbitration as per Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPEOMno:4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and applicable guidelines issued by Government of India from time to time.

#### 70. **COURT JURISDICTION:**

The university shall not be bound to give justification for any aspect of the selection process and the decision of the University shall be final and binding on all without any right of appeal. Further, in case of any dispute, any suite or legal proceedings against the university, the jurisdiction shall be restricted to the Courts at Sagar, Madhya Pradesh only.

### **ANNEXURE-I**

### **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 Tender document.
2.	I have carefully read and understood all the terms and conditions including detail
	requirements for financial bid of the Tender and hereby convey my acceptance of the same.
3.	The information/ documents furnished along with the above application are true and
1	authentic to the best of my knowledge and belief.
4.	I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated
	document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
5.	Our firm is neither blacklisted by any Government Department nor is any Criminal Case
•	registered against the firm or its owner or partners or directors anywhere in India.
6.	I/ We have read the above mentioned Eligibility Criteria Submission and Evaluation
	Criteria of e-Tender/EoI/RfP, General Terms & Conditions, Financial bid submission, etc.
	of this tender very carefully and hereby agree to execute the work on the offered rates
	quoted by me/us in the enclosed schedule and on the above terms & conditions.
7.	I/We have done myself/ ourselves fully satisfied to read and examine the Notice Inviting.
	General Conditions & various clauses of contract, all annexure, conditions &specifications
	applicable specifications, descriptions of items of works, all the rules in respect of contract
	and all other contents in the tender documents and here by a greed for the execution of the
	said specified works for the University Authority within the above time period in
	accordance with that at the rate has been quoted in the financial bid/BoQ as per provisions of e-Tender.
	of e-Tender.
D٤	ıted:
W	itness Names & Signature
	Signature of Contractor/Bidder
	Firm's
	seal
	Occupation
	Name:
	Address

Adhaar Number.....

Phone/Mob. No.,....

Email ID.....

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### LETTER OF TRANSMITTAL

Ref	f. EOI No. R/IWD/2025/	Sagar, Date:
To,		
	The Registrar, Doctor Harisingh Gour Vishwavi Sagar, Madhya Pradesh.	dyalaya,
SUI	Public Sector Unit/ State Public	Request of Proposal (RfP)" for Empanelling of Central Sector Unit for the Management & Supervision with nce works in Sagar, Campus for the period of one year
	Having examined the details given in a	above referred EoI Notice and EoI document for the
	above project, I/we hereby submit the rel	
1.	I/We hereby certify that I/We have read are acceptable to me/us.	all the terms and conditions laid down in this EoI and
2.	1	ents made and information supplied in the enclosed
	ANNEXURES accompanying statement	<del></del>
3.	1 0	nd details necessary for EoI evaluation and have no
	further pertinent related information to s	upply.
4.	I/We also authorize DHSGVV Sagar or	its representatives to approach individuals, employers
	and firms to verify our competence and g	general reputation of our CPSU/SPSU.
5.		n support of our suitability, technical know-how and pleted the following projects along with prescribed
	format:	
	Sl. No. Name of work	Certified by /from
	Enclosures:	
S	Seal of the Bidder	Signature of the Bidder
Ι	Date of submission	

ANNEXURE-III (a)

### FORM-'A'

### ORGANISATIONAL STRUCTURE

1	Name & Address of the bidder with Telephone No./Fax No./Email ID		
2	a. Year of Establishment		
	b. Date & Year of commencement of practice		
	c. GST Registration No &Certificate.(a certified co	opy must be attached)	
	d. PAN		
3	Legal status of the bidder(attach copies of original	document defining the legal status)	
4	Valid ISO Certification and Schedule-A, Miniratr	a & above CPSU/SPSU	
5	Names of Directors & other executives with design	gnation	
6	Designation of individuals authorized to act for the	e organization.	
7	Please Mention the number of Technical	a) Civil Engineers	
	personals viz. Engineers and Architects who are	b)Electrical Engineers	
	a Regular Employee of CPSU/SPSU on Permanent Pay Roll. The Minimum desired.	c) Mechanical Engineers	
	Qualifications: Bachelor's Degree	d) Electronics Engineer	
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.	r	
9	Has the bidder or any partner in case of Partnershi	•	
	project before its completion? If so, give name of		
10	Has the bidder or any constituent partner in case of partnership firm, ever been debarred /blacklisted 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 speci	alization &interest	
13	Any to her information considered necessary but not included above.		
14	Address of local office(in Madhya Pradesh)if any		

ANNEXURE-III (b)

### FORM-'B'

### DETAILS OF PMC WORKS OF CPSU/SPSU ASSIGNMENT COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH MARCH 2024

#### (Projects Successfully Completed)

S.L.	Description	1	2	3	4	5
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. 2.40 Crores (Attach copy of Work Order and completion certificate)					
4.	Date of commencement as per contract					
5.	Stipulated date of completion					
6.	Actual date of completion					
7.	Litigation/arbitration pending /in progress with details*					
8.	Service rendered					
9.	Names of Project In charge & Key staff & nos. of staff involves.					
10.	Any other information					

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

ANNEXURE-III(c)

#### FORM-'C'

# DETAILS OF PMC WORKS OF CPSU/SPSU ASSIGNMENT ONGOINGDURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH MARCH 2024 (On Going Projects)

Sl. No.	Description	1	2	3	4	5
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. 3.00 Crores					
	(Attach copy of Work Order and completion certificate)					
4.	Date of commencement as per contract					
5.	Stipulated date of completion					
6.	Actual date of completion					
7.	Litigation/arbitration pending /in progress with details*					
8.	Service rendered					
9.	Names of Project In charge & Key staff & nos. of staff involves.					
10.	Any other information					

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

# ANNEXURE-III (d)

## FORM-'D'

## LIST OF WORKS SUBJECTED FOR VIGILANCE COMMISSION

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

## ANNEXURE-III(e)

### FORM-'E'

#### **FINANCIALINFORMATION**

**Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/net profit (after tax) and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department (copies to be attached). For last financial year i.e. 2023-24, provisional balance sheet may be submitted, in absence of audited balance sheet. In absence of provisional balance sheet of FY 2023-24, last 2 years balance sheets shall be considered for average Financial Turnover, Net worth and Profitability.

(Rs. in Lakh)

Particulars	]	Financial Year	•
Gross Annual turnover on PMC work	2021-22	2022-23	2023-24
Net Profit (after tax)			
Annual Turnover from Consultancy fees			
Loss			
Net Worth			
Certified by			

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

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

Signature of Chartered Accountant with Seal

ANNEXURE-IV

Form of Power of Attorney (On Rs. 100/- Stamp Paper)			
Know All Men by these presents that I,	(Name and Designation of the signing authority of		
CPSU/SPSU) of (Name of CPSU/SPSU)	Regd.Office:a company duly		
Incorporated under the laws of the jurisdiction o	f its incorporation validity existing firm hereby appoint (Name		
of the person to whom Power of Attorney Is given	n)as the true &lawful		
attorney (here in after referred to as the "Attorney	y") 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 $Notice\ No.R/IWD/2025/69$ ,Dated		
29.04.2025 "which have been invited by the DHS	SGVV, SAGAR. (M.P.) and to undertake the following acts:-		
(i) To submit the proposal and participate in company.	the EoI, published by DHSGVV, SAGAR., on behalf of the		
signed the contract with any entity, agency for which tenders are floated.	inated user to submit a bid, and subsequently negotiate and y or DHSGVV, SAGAR. (where in after referred to as Owner)		
pursuant to the aforesaid bid and to sign the (iv) To receive, accept and execute the contract	- ·		
(v) Do any other act or submit any document			
	tion and obtain completion certificate (as applicable).		
<ul><li>(vii) To make estimation of the work done from</li><li>(viii) To make measurement of the work done from</li></ul>			
<ul><li>(viii) To make measurement of the work done from the company.</li><li>(ix) To draw bills in the name of the company.</li></ul>			
	ne company against the aforesaid bills from the authorities		
concerned.	to company against the diorestate only from the authorities		
(xi) To make correspondence with the said aut	horities.		
(xiii) To appear and represent on behalf of the Central/state Government, Electricity Box	PSU/SPSU has to perform for owner as per agreement. company with all other authorities such as state Government, ard, Telephone Department, RTO Office, Income Tax, Sales her Departments connected to the Project and to carry on of contract.		
(xiv) To submit any Bank Guarantee, Indemniti is expressly understood that the Power	es, Earnest Money Deposits, etc. as the Owner may require. It of Attorney shall remain valid biding and irrevocable till guarantee in terms of all the contracts for which tender is		
"Attorney/Authorized Representative" quotes in	undertake to ratify and confirm whatsoever the said the bid negotiate and signs the contract with "Owner" and/or virtue of this power of Attorney and the same shall bind the		
	name and designation of the signing presents on this day of		
Additionty of Ci 50/5150), have signed these	presents on this day of		
Witnesses: 1) Signature	(Signature and Seal)		
1) Signature			
Name, Designation, Occupat	tion		

2) Signature

Name, Designation, Occupation

ANNEXURE-V

#### FINANCIAL / PRICE BID

(To be filled Online Only).

Tender Inviting Authority: Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar. (MP)

Name of Work: Empanelling of Central Public Sector Unit/State Public Sector Unit for the Management & Supervision for Civil, Electrical and all related Repairs & Maintenance works in Doctor Harisingh Gour Vishwavidyalaya Sagar, campus for the period of one year.

Contract No: EoI No. R/IWD/2025/69 Sagar, Dated 29.04.2025

Bidde	of the r/ Bidding / Company :		
PRICE SCHEDULE  (This BoQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )			
SI. No.	Item Description (E LCS)	oI/Rfp under	Consultancy Fees including all fees, duties, levies duty etc. (excluding GST as applicable)  Figures in Percentage  (To be entered by the Bidder in)
1.01	Consultancy Fees for supe Electrical all Repairs works for DHSGVV ,as (Tentative Project Amoun	& Maintenance per this EoI/RfP.	%
(in words)			

Note: The bidder is requested to upload and submit the scanned page of Financial Bid (Annexure - V).

Seal and Signature of the Bidder

ANNEXURE-VI

#### INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders 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 <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.

#### **REGISTRATION**

- 1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL:http://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 username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile number as part of registration process. These would be used for any communication from the CPP portal.
- 4. Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudra 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. Bidders 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 THE TENDER DOCUMENTS**

- 1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced 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 in to 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 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/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of 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. 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 reduction in the time required for bid submission process.

#### **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 EMD as applicable and enter details of the furniture/Material.
- 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted Material 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 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 bidder). No other format is acceptable.
- 6. 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 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7. 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 number and the date & time of submission of the bid with all other relevant details.
- 8. 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 therein 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 process of online bid submission or queries relating to CPP portal in general may be directed to the 24X 7 CPP Portal Helpdesk.

#### **INTEGRITY PACT**

	,
	,
Sub	e: EoI No. <b>R/IWD/2025/69, Dated 29.04.2025</b>
	for the work of EoI cum RfP for "Empanelling of Central Public Sector Unit/State Pub

Sector Unit (CPSU/SPSU) for the management & supervision for all Civil, Electrical and all Maintenance works"

an Maintenance works

Dear Sir,

To,

It is here by declared that Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) 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 EoI/bid documents, failing which the bidder will stand disqualified from the EoI 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 Dr. Harisingh Gour Vishwavidyalaya, Sagar.

Yours Sincerely

Registrar Dr. Harisingh Gour Vishwavidyalaya, Sagar

## **INTEGRITY PACT**

Registrar,
Sub: Submission of EoI cum RfP for the work of "Empanelling of Central Public Sector Unit/State Public Sector Unit (CPSU/SPSU) for the management & supervision for all Civil, Electrical and all Maintenance works"
Dear Sir,
I/We acknowledge that Dr. Harisingh Gour Vishwavidyalaya, Sagar is committed t
follow the principles thereof as enumerated in the Integrity Agreement enclosed with the EoI /bi
document.
I/We agree that the Expression of Interest (EoI) sum RfP is an invitation to offer made of the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of Eodocuments, failing which I/We will stand disqualified from the EoI 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 spir-
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 EoI/bid is finally accepted by Dr. Harising
Gour Vishwavidyalaya, Sagar.
I/We acknowledge and accept the duration of the Integrity Agreement, which shall be i 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 Integrit
Agreement, while submitting the EoI /bid, Dr. Harisingh Gour Vishwavidyalaya, Sagar shall hav
unqualified, absolute and unfettered right to disqualify the bidder and reject the EoI is accordance
with terms and conditions of the EoI.
Yours Sincerely
(Duly authorized signatory of the Bidder)

# Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

(A Central University)

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

## **INTEGRITY AGREEMENT**

Dr. Harisingh Gour Vishwavidyalaya, Sagar represented through Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

(Hereinafter referred asthe) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

		AND		
(Name	and	Address	of	the
Individual/firm/	Company)			
		(hereinafter		etails of duly
authorized signa	ntory)			_

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

#### Preamble

WHEREAS the Principal /Owner has floated the EoI No.) (hereinafter referred to as "**EoI** /**Bid**") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter 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 Suppliers(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the EoI /Bid documents and Contract between the parties.

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

## **Article 1: 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 EoI, 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 EoI process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the EoI 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 EoI process or the Contract execution.
- **c.** The Principal / Owner shall endeavor to exclude from the EoI 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 herein 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.

### **Article 2: Commitment of the Bidder (s) / Suppliers (s)**

- 1) It is required that each Bidder / Suppliers (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 EoI process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Suppliers(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the EoI process and during the Contract execution:
- **a)** The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owners employees involved in the EoI process or execution of the Contract or 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 EoI process or during the execution of the Contract.
- **b)** The Bidder(s) / Suppliers (s) will not enter with other Bidder (s) into 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 otheractionstorestrictcompetitivenessortocartelizeinthebiddingprocess.
- c) The Bidder(s) / Suppliers(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(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)/ Suppliers(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Suppliers(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 EoI but not both. Further, in cases where an agent participate in a EoI 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 EoI for the same item.
- e) The Bidder(s)/ Suppliers(s) will, when presenting his bid, disclose (with each EoI as per Performa enclosed) 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)/Suppliers(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Suppliers(s) will not, directly or through any other person or firm indulge in fraudulent practice **means** a willful 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) / Suppliers(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 EoI 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)/Suppliers(s) and the

Bidder / Suppliers accepts and undertakes to respect and uphold the Principal / Owners absolute right:

- 1) If the Bidder (s)/Suppliers(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 Suppliers shall have powers to disqualify the Bidder(s)/Suppliers(s) from the EoI process or terminate /determine the Contract, if already executed or exclude the Bidder/Suppliers 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 EoI 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 Article 3(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 / Suppliers.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Suppliers, or of an employee or a representative or an associate of a Bidder or Suppliers which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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.

## **Article 4: 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 anticorruption 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 EoI process.
- **2.** If the Bidder makes incorrect statement on this subject, he can be disqualified from the EoI process or action can be taken for banning of business dealings/ holding listing of the Bidder/Suppliers as deemed fit by the Principal/Owner.
- **3.** If the Bidder/Suppliers 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.

## **Article 5: Equal Treatment of all Bidders/Suppliers/Sub Suppliers**

- 1) The Bidder(s)/Suppliers(s) undertake(s) to demand from all sub Suppliers a commitment in conformity with this Integrity Pact. The Bidder / Suppliers shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- Suppliers/sub-vendors.
- 2) The Principal / Owner will enter e with all Bidders and Suppliers.
- 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 EoI or violate its provisions at any stage of the EoI process, from the EoI process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Suppliers / 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, University.

#### **Article 7- Other Provisions**

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head** quarters of the Division of the Principal / Owner, who has floated the EoI.
- **2.** Changes and supplements need to be made in writing. Side agreement shave not been made.
- **3.** If the Suppliers 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 a representative duly authorized by board resolution.
- **4.** Should one or several provisions of this Pact turn out 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** there of shall not be subject to arbitration.

## Article 8- 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 EoI/ Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF 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 Bidder/ Suppliers)

(For and on behalf of Bidder/Suppliers)

#### WITNESSES:

- 1. (Signature, name and address)
- 2. (Signature, name and address)

Place:

Date: