

ओड़िशा केन्द्रीय विश्वविद्यालय, कोरापुट
(केन्द्रीय विश्वविद्यालय अधिनियम 2009 के तहत स्थापित)
Central University of Odisha, Koraput
(Established Under the Central Universities Act, 2009)



NIT: CUO/Engg/PMC/2023-24/01 Dt 20.06.2023

INVITATION OF BIDS FROM AGENCIES ELIGIBLE UNDER GFR-2017-133(3)

For

COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC, FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

20.06.2023

Invitation of Bid (IFB)

For

COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC, FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

The Registrar on behalf of Central University of Odisha, invites tender in sealed envelopes in two bids system from Central Public Sector Undertakings (PSUs)/State PSU eligible as per GFR, 2017 u/s 133(3) for COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND, LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC, FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

PMC the Executing Agency shall be selected on the basis of Quality-cum-cost based selection system (QCCBS) as defined in the tender documents:

Important Instructions

1	Public authority	:	Central University of Odisha
2	Estimated Cost of Project	:	Rs. 129.79 Crores
3	Completion Time	:	18Months
4	Cost of Tender Documents. In Form of DD/NEFT/RTGS Payable to The Registrar, Central University of Odisha, Sunabeda	:	Rs. 5,000/- (inclusive of GST)
5.	Bid Security in the form of Bank Guarantee	:	Nil (Please note bid security declaration should be submitted as per Annexure -VII otherwise bid will be rejected.

Time schedule for various tender related events:

Name of Project: COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND, LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

Published Date	20/06/2023
Bid Document Download Start Date	21/06/2023(5:00PM)
Date of Pre-Bid Meeting	07/07/2023(03:00PM)
Bid Submission -Last Date	14/07/2023(3:00PM)
Technical Bid Opening Date	14/07/2023(03:30PM)
Date of Opening of Financial Bid	Will be intimated later
Presentation of Concept Plan if scheduled	Will be intimated later
Address For Communication	The Registrar Central University of Odisha Sunabeda-763004 E-mail: registrar@cuo.ac.in

Public authority /Owner reserve the right to accept or reject any or all tenders without assigning any reason thereof.

Tender Ref. No:CUO/Engg/PMC/2023-24/01 Dt 20.06.2023

Tender Inviting Authority: The Registrar, Central University of Odisha, Sunabeda.

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CENTRAL UNIVERSITY OF ODISHA
SUNABEDA

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BID DOCUMENT

FOR

SELECTION OF PROJECT MANAGEMENT CONSULTANT(PMC)

COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

Information to Bidders (ITB)

The registrar on behalf of Central University of Odisha, Sunabeda invites to engage the Project Management Consultant (PMC) from amongst Central Public Sector Undertakings (CPSUs)/ State PSU eligible as per GFR,2017 u/s 133 (3) for **COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA**

The scope of service is concept to completion. The Institute will select the PMC agency on the basis of Quality-cum-cost based selection system (QCBS). The estimated cost of the proposed building with allied infrastructure is Rs.129.79Crore. The project cost is fixed and no additional cost is admissible during the execution of the project. PMC to submit bid on lump sum service charges as per GFR133(2).

1. Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them asunder:

2.1 'Public authority' shall mean Central University of Odisha, Sunabeda and shall include their legal representative, successor and permitted assigns.

1.2 'PMC' shall mean the Project Management Consultant engaged by the Public authority.

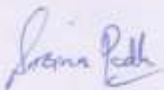
2.3 'Completion' shall mean that the work is complete with occupation certificate from statutory authorities.

2.4 'Authorized Representative' shall mean the representative of Project Management Consultant.

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2.5 'Projects' shall mean Construction & Development of various buildings i.e. Academic, Boys & Girls Hostels, Administrative Building, Library Buildings including external development works, etc. on single package basis from concept to completion at Central University of Odisha, Sunabeda

2.6 'Services' shall mean the Comprehensive Design, Engineering and Project Management Consultancy services to be rendered by the PMC.

2.7 'Contractor' means the contractor or contractors or suppliers or agencies employed by the PMC bidder for the work or any connected work, including the Executing Agency itself incase any work is done directly by the Executing Agency.

2.8 "Completion" means when the Building(s)/ Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the Public authority.

2.9 "CTE" means Chief Technical Examiner.

2.10 "CVC" means Central Vigilance Commission, Government of India.

2.11 "CAG" means Comptroller and Auditor General, Government of India.

2.12 "Public authority" means Central University of Odisha, Sunabeda.

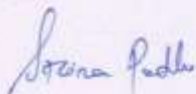
3.0 Eligibility Criteria:-

3.1 As per clause 7.1 of this document.

4.0 The broad scope of the works /Terms of reference shall be:

COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA

- i. by following all relevant building bye laws as National Building Code, BIS, CPWD Specification for 5 Star GRIHA Rating .
- ii. Design and Engineering of the project including civil, architectural, Structural, Plumbing, Electrical, HVAC, Lab Equipment, Furniture & IT Networking as per scope of work to be done by executing agency.
- iii. Obtaining statutory approvals for design and drawings wherever applicable.



- iv. PMC bidder shall follow guidelines of Department of Higher Education, GFR 2017, Manual of Procurement for Consultancy and other services 2017 and CVC guidelines.
- v. Obtaining completion/ occupancy certificate and handover building in scheduled time period i.e 18 months.
- vi. Handing over the facilities to Owner in 18 months.
- vii. Maintenance of building/campus during the defect liability period of 12 months from date of handover.

Various Buildings at Campus of Central University of Odisha, Sunabeda			
S.No	Buildings	No of Block	Plinth area in sqmeter
1	Academic Blocks (G+3) with Lift Provision for next two floors	2	4100
2	Administrative block(G+3) with Lift Provision for next two floors	1	7000
3	Library Building(G+3) with Lift Provision for next two floors	1	4000
4	Boy's Hostel Double Seated (G+3) with Lift (300 Capacity) (Provision for next two floors)	1	5000
5	Girl's Hostel Double Seated(G+3) with Lift (300 Capacity) (Provision for next two floors)	1	5000

5.0 Bid Conditions:

- 5.1 The estimated cost of the project is Approx.Rs.129.79Crore and duration is 18 Months. The Bidders shall provide their services as PMC for a period of 18Months or till the completion of the project whichever is later with fixed lumpsum service charge for execution of work.
- 5.1 Public authority reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. The Public authority also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 5.2 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate ,shall be liable to be summarily rejected.

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- 5.3 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection. Conditional offer will be rejected without any justification by public authority.
- 5.4 The offer shall remain open for acceptance for a period of 120 days from the date of opening of Bids'.
- 5.5 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form apart of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/ award shall, within 15 days, sign the contract agreement / MOU as per Annexure –A.
- 5.6 To obtain first-hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed themselves of local conditions and take these into account while preparing their bids. Any clarification by bidder should be emailed to registrar@cuo.ac.in before 01/07/2023 (6.00pm). No further queries for clarification will be considered after due date and time. Pre bid clarification will be uploaded in website and will be part of tender document to successful bidder.

6.0 Submission of Bid:

- 6.1 Financial Bid to be submitted on the date mentioned above.
- 6.2 The Agency Fee all inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.
- 6.3 Public authority shall reimburse/pay all expenditure related to obtaining statutory clearances of the project including registration charges (if any) with concerned authority.

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7.0 Evaluation Criteria:

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

7.1 **Minimum Eligibility Criteria** The Agencies who fulfill the following minimum eligibility requirements shall be eligible to apply.

7.1.1 Should have satisfactorily completed as PMC for works as mentioned below during the last Five years ending previous day of last date of submission of tenders.

Three similar works each costing not less than 40% of the estimated cost of the project
Or

Two similar works each costing not less than 60% of the estimated cost of the project
Or

One similar work costing not less than 80% of the estimated cost of the project.

Similar works means experience in *"Providing Comprehensive Project Management Consultancy (PMC) Services for Construction & Development of various buildings in Institutional Campus including Electrical, Plumbing, HVAC, Fire fighting, Water Supply, CCTV, Horticulture works 05Star GRIHA rating i.e. Academic, Hostels, Residential Buildings including external development."*

7.1.2 Average annual financial turnover should be at least 30% of estimated cost during the immediate last 3 consecutive financial year.

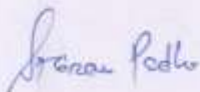
7.1.3 The agency should not have suffered losses during last Five (03) Financial Years.

7.1.4 Any Central Public Sector Undertaking/ State PSU to carry out Civil & Electrical works as per GFR clause 133(3) can participate in the bid. Other PSU notified by the Ministry of Urban Development for such purpose can participate in the bid.

7.1.5 PMC should have completed one building project with minimum G+4 stories structure.

7.1.6 Agencies that are debarred or blacklisted/ litigation with any Govt. Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case, if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department then the works may be withdrawn and EMD / bid security shall be forfeited.

7.1.7 PMC should have successfully completed at least one similar works in last Seven year.
Of 80% of the project cost./two similar works of 60% of project cost/three similar work of 40% of project cost.



7.2 Evaluation of Technical bid

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

S.No.	Criterion	Evaluation Criteria
A.	Technical Manpower (Presence of in-house professionally qualified staff in the PSU in indicative	Max.15marks
(i)	Civil Engineers	Max.9marks Civil Engineers (Min. Qualification- B.Tech) <ul style="list-style-type: none">• 301andAbove :9marks• Between101to 300 Engineers: 07 marks• Between50to100Engineers : 5 marks
(iii)	Electrical Engineers	Max.3marks Electrical Engineer (Min. Qualification-B.Tech) <ul style="list-style-type: none">• 30and Above :3marks• Between15to30Engineers: 2marks
(iv)	Architect	Max.3marks Architect (Minimum Qualification-B. Arch) <ul style="list-style-type: none">• 05and Above :3marks• Between01to04 Architects:2marks

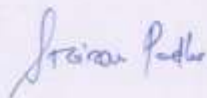
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S.No.	Criterion	Evaluation Criteria
B.	Methodology, Understanding of Project and presentation on Concept Design (based on the present action made before TEC)	<p>Max.35Marks</p> <ul style="list-style-type: none"> • Past project with focus on special features and quality aspects (along with some photos) and some special project management techniques that might have been used to execute the project speedily and within initial budgeted cost (Max Marks : 10) • Technical Approach and Methodology towards this project with respect to the nature of typology, structure, orientation kind of finishing, approaches for green building, sustainability , energy efficiency/ overall savings safety measures, innovations etc. and innovative idea of technology/ PEB/ Modular construction for faster construction/MIVAN Technology/(Max Marks : 20). • Project Management approach for this project – Work plan including time schedule & quality Assurance & HSE/ Risk system, project organization, responsibility of Key Personal etc. (Max Marks :5)
C.	Experience of successfully completed at least one similar work(more than the cost of project) in hilly terrain.	Max 5 marks
D.	Past Experience of the Bidder	Max. 35 marks
i.	Experience in similar works with minimum value Rs 100 Cr During last Seven years; Projects successfully completed	<p>Max.10marks</p> <ul style="list-style-type: none"> • 06 Marks (60%marks) for minimum eligibility criteria • 10 Marks (100%marks) for twice or more the minimum eligibility criteria or more.
ii.	Experience of development of Master plan and campus survey One project for an area of at least 30 Acre	Max. 05 Marks



S.No.	Criterion	Evaluation Criteria
ii	Inhouse design CAPACITY for Architectural, Structural, MEP, HVAC, landscaping with software facilities'	Max. 05Marks <ul style="list-style-type: none"> • 05Marksfor (all service with software) • 03Marksfor (without software.) • 02Marksfor (without HVAC and software)
iii	No. of years in the relevant operational area	Max. 05Marks. <ul style="list-style-type: none"> • 05Marksfor more than 50years • 03Marksfor experience between 25 upto50years • 02 Marks for experience between10upto25 years
iv	MOU Rating of the PSU MOU Rating for the last five years.	Max. 05marks Excellent for each year 1 marks Good/ Very Good for each year 0.5 marks
v	Experience in Green Building	Max. 05marks <ul style="list-style-type: none"> • 05 marks for atleast single project successfully completed with 05Star GRIHA/Gold LEED rating • 04marksfor atleast single project successfully completed with 04 Star GRIHA/Gold LEED rating • 03 marks for atleast two projects successfully completed with 03 Star GRIHA/GoldLEED
D	Financial Capability	Max. 10marks
i)	Average Annual Financial turnover in last five financial Years.	Max. 5marks <ul style="list-style-type: none"> • 03 Marks(60%marks)for minimum eligibility criteria (2 times of the estimated cost of proposed project) • 05Marks (100% marks)for twice the minimum eligibility criteria
ii)	Average Annual Profit(PBIDT) in last three financial years	Max. 3marks <ul style="list-style-type: none"> • BetweenRs.20–Rs. 50Cr: 1marks • BetweenRs. 50 –Rs. 100Cr: 2marks • AboveRs. 100Cr:3marks
iii)	Net worth as on 31March of previous Financial Year	Max. 2marks <ul style="list-style-type: none"> • AboveRs. 500Cr: 2marks • BetweenRs 200–Rs. 500Cr: 1marks
	Total	100Marks

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- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated Bid will be given a **Technical Score(TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 60%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. OWNER will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the Institute website and may be sent by the electronic mail.

7.3 Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 60% marks and above in technical bid (Stage-I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in lump sum service charges only. The financial bid is excluding GST under the Applicable Law of the land.

7.4 Award of contract:

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid(Stage- I) and the price quoted by it in the financial bid(Stage-II) as detailed below:

- i) 80% weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
- ii) 20%weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula: $FS=100x(FL/F)$ Where,
.FS' is the financial score of an applicant,
.FL' is the lowest Financial Proposal among all and
.F' is the financial proposal of the particular applicant.
- iii) For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80% for the Technical Score (Stage-II) (TS) and 20% for Financial Score(FS) of the respective applicants. The Composite Score shall be calculated using the following formula:
 $S= TS \times 0.80+ FS \times 0.20$.

Arjun Patel

Tenderers will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H1,H2 and H3 and soon. The top scorer H1 would be eligible for award of work.

iv) Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has:

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

v) **Evaluation** of the PSUs shall be subject to thorough verification of their credential and inspection of similar works carried out/ in progress by them, through a Technical Committee of Central University of Odisha, Sunabeda.

7.5 Memorandum of Understanding (MOU)

The MOU between PMC and Owner will be executed as per Manual of procurement of Works 2019 and GFR 2017. The Agreement copy is attached at Annexure –A containing milestones and penalty clauses for the project.

8.0 Terms & Conditions of Engagement:

8.1.0 Responsibilities of PMC

- 8.1.1 Subsequent to signing of the agreement/ Memorandum of Understanding (MoU), PMC shall take possession of all encumbrances free site from the Public authority and shall deploy a team of Engineers for execution of the Project under intimation to Public authority within 15 days of award. The role of PMC is as Executing agency under EPC mode.
- 8.1.2 The planning, designing of the Project shall be done by the PMC as per National Building Code, BEE, BIS, CPWD Specification for 5 Star GRIHA Rating of proposed building in this tender document. PMC shall prepare architectural concept and other services drawings in 5D Building Information Modelling as per the scope of works /required by Public authority within the project cost. The architectural structural drawings, MEP shall be got approved from Engineer In Charge and proof checked by IIT Khargpur/IIT Delhi/IIT Chennai/IIT Mumbai, SERC Roorkee and certified GRIHA Consultant.
- 8.1.3 The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of 'Public authority' etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'Project Management Consultant' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively

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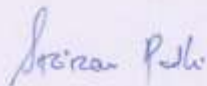
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examined by 'Public authority' in consultation with 'Project Management Consultant' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of 'Public authority'. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'Project Management Consultant'.

PMC shall invite open tenders on engineering procurement construction (EPC) mode as per Manual of procurement of works 2019 and CPWD General Condition of Contract 2022 EPC on behalf of public authority.

- 8.1.4 PMC to finalize the EPC contractor within three months of award of consultancy order and EPC contractor to complete the work in fifteen (15)months.
- 8.1.5 PMC shall make all the statutory payments to the local government or any other statutory body or bodies relating to the Project from the Project Fund. No additional cost will be paid by public authority.
- 8.1.6 PMC shall submit the samples of materials for the project to Engineer In Charge of CUO for approval prior to procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations.
- 8.1.7 PMC shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E and/or C.V.C and/or C.A.G./ Ministry of Education Parliamentary queries in the planning & procedures of execution of the Project.
- 8.1.8 CUO shall have the absolute authority to grant escalation, extension of time, cancel or determine cancellation of contract, either in full or parts, if the PMC fails to perform / complete the work,
During the various stage of execution, PMC shall submit monthly progress reports with site photographs.
- 8.1.9 Any defects discovered and brought by CUO to the notice of the PMC during the period aforesaid shall be rectified by the Contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor within one month or before scheduled time period of completion.
- 8.2.0 Responsibilities of Owner.**
- 8.2.1 The Public authority shall handover site and master plan of Central University of Odisha to PMC along with consultancy service order.



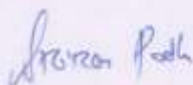
- 8.2.2 Public authority shall hand over the site free of all encumbrances or charges to PMC. It is further clarified that PMC shall not be held responsible by the Public authority for any encumbrance or encroachment related litigation, continuing or future, which may arise in relation to the site and in case.
- 8.2.3 The PMC shall exercise its responsibility as the owner of the Project by signing the drawings required for Statutory Authorities to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Public authority shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
- 8.2.4 At any time, it appears to 'Public authority' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'Public authority', detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by 'Public authority' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and 'Public authority' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'Public authority' for putting item to use for intended purpose.
- 8.2.5 Public authority shall release the funds/payments comprised in the Project Funds promptly as per the mile stone completed by PMC to ensure that the progress of work is not hampered due to non-availability of funds.
- 8.2.6 Public authority shall provide its GST registration certificate for the purpose of GST returns & shall raise timely tax invoices by PMC.
- 8.2.7 Public authority shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to see that the construction works are being carried out as per drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the Public authority are found, then the same shall be rectified by the PMC through its deployed contractors within one month or at the earliest for other activities in order to complete the work in scheduled time period.
- 8.2.8 Public authority must ensure to communicate any change in Scope, Extra items to be incorporated in the awarded work well in time. Further, no separate approval for deviations in quantities in the awarded work to the Contractor will be obtained by PMC from the Public authority where the deviations are within the prescribed limits as per Contract and /or within the approved sanctioned cost (including agency charges) of the Client.

9.0 PAYMENT TERMS & RELEASE OF FUNDS

Client

PMC

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9.1 PMC shall execute the Project on "Fixed cost 129.79 Crores" on behalf of Public authority and shall be released to PMC as per the mile stone completion.

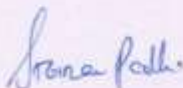
9.2 The expression 'fixed cost of Project' shall include the following:

- a) All the final payments made to the contractor(s), sub contractor(s), vendors / supplier(s), etc as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Public authority.
- c) All cost of labour and manpower deployed on the Project works by the PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- d) All cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- e) The cost towards vetting of design/drawings from any reputed institute (including Indian Institute of Technology) and/or their services for consulting any matter concerning the Project.
- f) The contingency towards watch & ward staff, construction of site office, other field requirements etc. as per CPWD works manual.
- g) All monetary liabilities of the PMC towards the contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.
- h) All additional costs as payable to contractors /vendors/labors etc on account of risk & cost action against contractor.
- i) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the Public authority in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

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j) This sub-clause only addresses disputes/arbitrations/suits with any or all of the contractors or any other person(s) body/authority. Nothing in this sub-clause shall be construed to cover any disputes/arbitrations/suits between the Public authority and the PMC, in which case, each party shall bear its own costs.

9.3 The fixed cost of work shall not include:

a) Cost of land; and

b) Cost paid by the Public authority to local government or any other statutory body or bodies for getting approvals for the Project etc.

9.4 All tax liabilities including Applicable Taxes on payments to contractors & PMC and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by Public authority to PMC.

9.5 In case of non-receipt of the payment, any extra cost incurred by PMC on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon, such extra cost shall have to be reimbursed to PMC by the Public authority.

9.6 The payments by the Public authority shall be made by transfer of funds in a bank account of PMC or through demand draft/cheque /RTGS/NEFT.

9.7 The Public authority shall give initial deposit of 10% (Ten percent only) interest free advance of the estimated cost on signing of the Agreement to PMC.

9.8 At the time of the award of work to the contractor(s), the Public authority will, in addition to the initial advance mentioned in Sub-clause 9.7 further give 10% (Ten percent only) of the awarded tendered cost as interest free advance to the PMC for disbursement to the Contractor(s). The PMC will subsequently recover this advance from the contractor(s) as per the provision of contract.

9.9 All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both Public authority & PMC.

9.10 Notwithstanding anything contained in this MOU, the Public authority understands that the uninterrupted fund flow in accordance with the agreement is the key essence for execution of the contract. The Public authority understands that any delay in release of payments to PMC by the Public authority shall result in corresponding delay in release of payment to agencies by PMC for execution of the work and that the Public authority shall be solely responsible for all the liabilities arising out of such delay on part of Public authority.

9.11 Public authority will set up a Review Committee consisting of a representative each from the Administrative Ministry, Finance (Internal Finance Wing) and the PMC(Executing

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Agency) as per Manual for Procurement of Works 2019 Ministry of Finance Department of Expenditure to review the progress of the work. The Review Committee shall have the powers to accept variation within 10% of the approved estimates.

10.0 COMPLETION OF THE PROJECT

- 10.1 The date of start of the work shall be reckoned from the the date of handing over the encumbrance free site .
- 10.2 The work shall be completed in all respect within a period of 18 months decided upon from the date of handover of site.
- 10.3 PMC shall submit completion report with as built drawings during handover of buildings to the Public authority within 60days of completion of project.
- 10.4 The defect liability period of this Project shall be 12 months after completion of work or handing over of offer of possession or taking over of part works, whichever is earlier.

11.0 PENALTY FOR DELAY IN PROJECT

- 11.1 PMC shall be required to complete the construction of Project within the period stipulated i.e 18 months..
- 11.2 Incase of delay of project, the PMC shall be liable to pay as damages to "Public authority" and penalty will be levied as a sum calculated @ 0.5% (Zero point Five percent) of for each week of delay, subject to a maximum of 5% (Five percent) of the tendered project cost.
- 11.3.PMC shall recover such extra amount by way of imposing penalties on the concerned agency and pass the benefits to Public authority.
- 11.4 The PMC shall be fully responsible to defend any suits or arbitration / Court cases on behalf of Public authority arising out of project in connection with the work between the PMC and its Contractor(s) and any award/decreed during the construction stage or post completion of work, shall be borne by PMC and no claim will be admissible by Public authority.

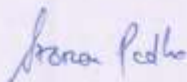
12. FORCE MAJEURE

PMC shall not be considered in default if delay in completion of work occurs due to causes beyond its control including but not limited to delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Public authority' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force

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majeure. Any expenditure incurred by the PMC during the period of force majeure shall be reimbursed by the Public authority. In case of closer of work due to the force majeure, any liabilities towards contractor and/or expenditure of the PMC shall be payable by the Public authority .

PMC shall not hold responsible any contractor/sub-contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Public authority on this account. PMC shall also not be liable in any manner whatsoever towards such losses and no compensation of any kind whatsoever will be payable by the PMC to the Public authority. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

13.0 DISPUTE RESOLUTION, CONCILATION & ARBITRATION

When a dispute/ difference arise, both the public authority and contractor should first try to resolve it amicably by mutual consultation failing which Dispute Resolution process should be invoked.. It may be through a Disputes Resolution Board. The dispute resolution committee will be Registrar, Finance officer and two independent legal consultant appointed by VC .

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

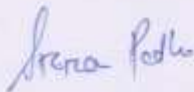
14.0 JURISDICTION

This Award of work / agreement is subject to the jurisdiction of Koraput Court, Odisha only.

Client

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LETTER OF TRANSMITTAL

From:

To,
Registrar,
Central University of Odisha,
Sunabeda
Odisha

Sub: COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS INCLUDING ELECTRICAL, PLUMBING, HVAC FIRE FIGHTING, SOLAR PHOTOVOLTIC POWER GENERATION, WATER SUPPLY, CCTV, HORTICULTURE EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA.

Sir,

Having examined the details given in bid document for the above work, I/We hereby submit the, Bid". I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, name and Designation of authorize person with complete address of PSU)

(Please affix seal)

Client

PMC

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Aravind Kumar

Details about Bidding Agency

S.No.	Particulars		
1.	Full name of the Bidder PSU (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU Been black listed /litigation with any organization? If so, attach the details of the same.		
6.	PAN:		
7.	TAN:		
8.	GST registration No.:		
9.	MOU Ratings for the Past Five years.		
10.	Green Building Experience		
11.	No. of fulltime Employees for the Organization	Graduate Engineers	Supporting Staff(Technical)

Client

PMC

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Arjun Reddy

12	Financial strength of the Organization for the last 5years. Attach photo copies audited balance sheets certified by Chartered Accountant.				
Turnover (IN CRORE)	2018-19	2019-20	2020-21	2021-22	2022-23
Average Annual Profit PBIDT (Before Direct Tax)	2018-19	2019-20	2020-21	2021-22	2022-23

Attach attested copies of all the documents in support of abovementioned points.

- It is hereby certified that----- (The bidding PSU herein) has never been black-listed /litigation with Central/State Governments/PSUs
- It is here by submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.
- I hereby certify that the above-mentioned particulars are true and correct.

(Signature of Authorized Signatory, Name of Authorized Signatory)
PSU Stamp

Client

PMC

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Arora Pankaj

Annexure III

Details of personnel to be deployed for the project for 18 months.

S.No.	Category	No. of persons
1	Graduate Engineers - Civil - Safety Engineer - Electrical - Architect - BIM Coordinator	
2	Supporting Staff (Technical)	
	TOTAL	

(Signature of Authorized Signatory, Name of Authorized Signatory)
PSU Stamp

Client

PMC

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Arana Padu

ANNEXURE IV

Details of Works/ Projects executed during last Seven years

S. NO.	Name of owner department	Name of project	Exact location /site of the project	Approved cost of project (in lakhs)	Date of commencement of project	Timeline fixed for completion	Actual date of completion	Final cost of project (in lakhs)	Is there any dispute/legal case/arbitration case pending in respect of the project	Remarks

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

Client

PMC

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Handwritten signature

Financial Bid

From:
To,
Registrar,
Central University of Odisha,
Koraput,
Odisha.

Sub: COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, HOSTELS, ADMINISTRATIVE BUILDING, LIBRARY BUILDINGS INCLUDING EXTERNAL DEVELOPMENT WORK, ETC. AT CENTRAL UNIVERSITY OF ODISHA ,SUNABEDA.

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in percentage(%) toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents asunder:

S.No.	Particulars	Project Cost in Crores	Lumpsum Service charge as per GFR133(3) Amount in Rs.
1.	COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR CONSTRUCTION & DEVELOPMENT OF VARIOUS BUILDINGS, i.e. ACADEMIC, BOYS & GIRLS HOSTEL, ADMINISTRATIVE BUILDING AND LIBRARY BUILDINGS. INCLUDING EXTERNAL DEVELOPMENT WORKS AT CENTRAL UNIVERSITY OF ODISHA, SUNABEDA	129.79 Crores	

Note:- This competition shall be essentially on the lump sum service charges to be claimed for execution of work as per GFR 133(3).

1. Fee is exclusive of GST which shall be payable on submission of documentary evidence.

(Signature, name and Designation
of authorize person with complete
address of Consultancy
Agency/Organization)

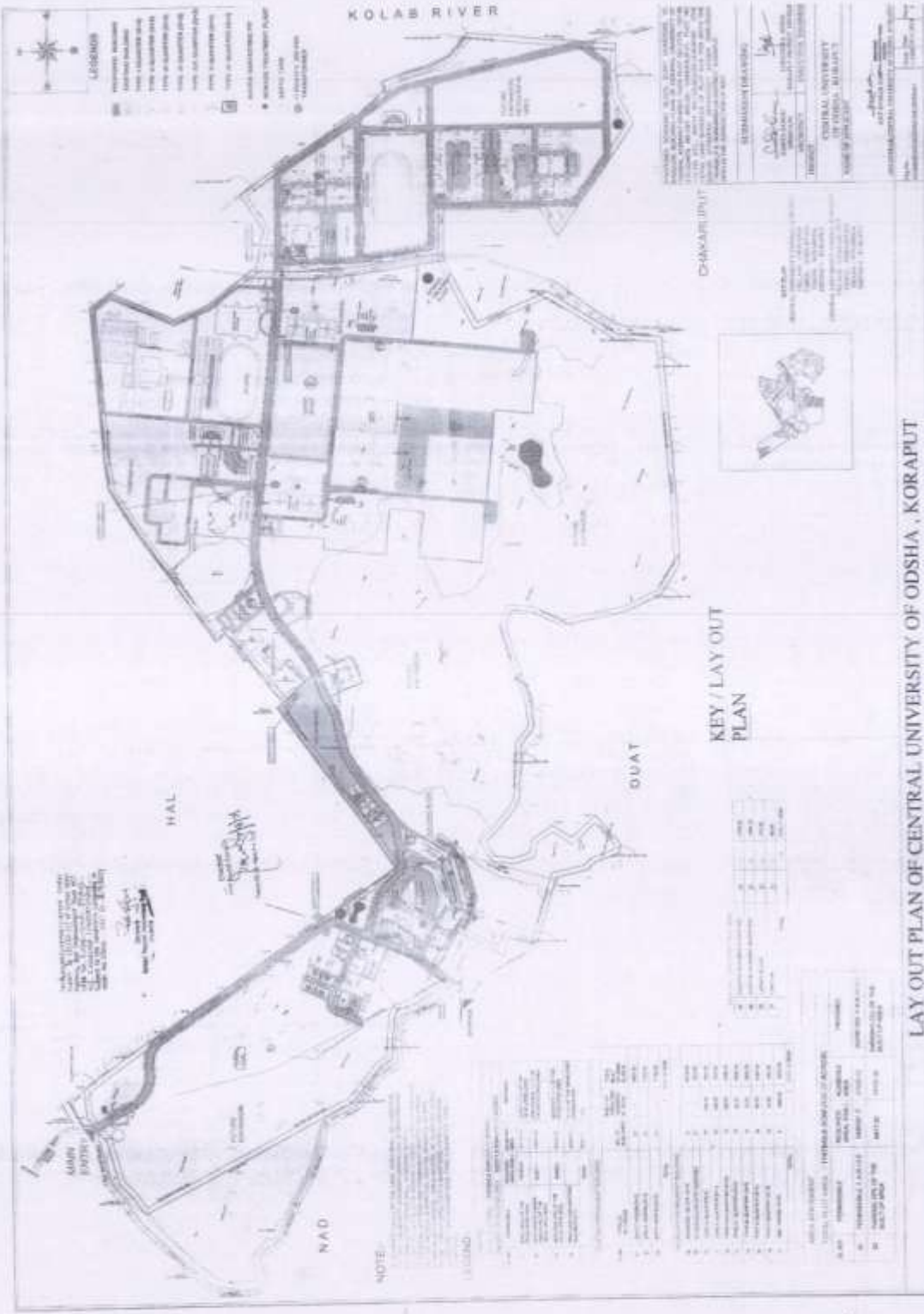
(Please affix seal)

Client

PMC

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Irena Padh



25/5

LAY OUT PLAN OF CENTRAL UNIVERSITY OF ODSHA , KORAPUT