

SHRI VISHWAKARMA SKILL UNIVERSITY PALWAL

(State Government University enacted under the Government of Haryana under Act 25,
2016)



Expression of Interest (EOI) for

**SELECTION OF CPSU/ STATE PSU, PWD/CPWD, FOR ENGAGEMENT OF PROJECT
MANAGEMENT CONSULTANTS FOR COMPREHENSIVE ANNUAL REPAIR AND
MAINTENANCE (DAY TO DAY) WORKS of SVSU campus at village-Dudhola, Palwal.**

Shri Vishwakarma Skill University Palwal

Main Campus, Village- Dudhola, Palwal, Haryana 121102

Transit office, Plot No. - 147, Sector – 44, Gurugram, Haryana 122003

Phone No.: +91-124 2746800

Visit us: <http://www.svsu.ac.in/>

Expression of Interest (EOI)

Index for EOI Form

S. No.	Items	Details
1.	EOI Notice No.	SVSU/Reg./EOI/Maint./E-242/01
2.	Name of work	Expression of Interest for SELECTION OF CPSU/ STATE PSU, PWD/CPWD, FOR ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANTS FOR COMPREHENSIVE ANNUAL REPAIR AND MAINTENANCE (DAY TO DAY) WORKS for Shri Vishwakarma Skill University, Village- Dudhola, Palwal, Haryana PIN- 121102.
3.	Date of Floating of EOI	06.04.2022 at 12.00 Hrs.
4.	Pre-bid Meeting	19.04.2022 at 14.00 Hrs. at main campus, Dudhola, Palwal.
5.	Start of submission of Bids	12.04.2022 at 09.00 Hrs.
6.	Last date and time for submission of Bids	02.05.2022 at 17.00 Hrs.
7.	Last date for receipt of queries	17.04.2022 at 17.00 Hrs.
8.	Technical bid opening date	06.05.2022 at 14:00 Hrs.
9.	Date and Time of Presentation Technical bid opening date	Subsequent date to be informed later.
10.	Financial Bid	Subsequent date to be informed later.
11.	Place of Presentation	Conference Room, 3 rd Floor, Transit Campus, Shri Vishwakarma Skill University, Plot No. 147, Sector 44, Gurugram or main campus, Dudhola,
12.	EMD/ Bid Security	800000.00 (Eight Lacs) (Refundable).
13.	EOI Fees	10000.00+GST (Non-Refundable)

Expression of Interest

Shri Vishwakarma Skill University is a State university established under Act 25 of 2016 by the Govt. of Haryana. The objective to establish this skill University is to facilitate and promote skill, entrepreneurship development, skill based education and research in the emerging areas of manufacturing, information technology, textile, design, logistics and transportation, automation, agriculture, maintenance, etc. and to raise skill level in various fields related to these areas.

Shri Vishwakarma Skill University main campus is being constructed at village-Dudhola, Distt-Palwal and for the Annual Repair, Operation and maintenance, up keeping (DAY TO DAY) work SVSU invites Expression of Interest (EOI) for **ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANTS FOR COMPREHENSIVE ANNUAL REPAIR AND MAINTENANCE AND UP KEEPING (DAY TO DAY) SVSU WORKS** from leading, reputed, professionally & financially sound Government/ State Organization or Central/ State PSU's, PWD /CPWD which have required experience in relevant and similar execution works.

Procedure for submission of EoI:

Agencies organization proposing to submit EoI, to visit University website at www.svsu.ac.in or <https://etenders.hry.nic.in/> for downloading full document of EoI including details of Scope of Work and the desired prerequisites. Any amendment/ updates to the EoI or its Terms & Conditions will be uploaded on official website of the University www.svsu.ac.in and <https://etenders.hry.nic.in/>. The EoI be submitted in the prescribed format along with all supporting documents in compliance with the requirements of EoI at <https://etenders.hry.nic.in/>. The PSU'S, PWD/CPWD will be selected on quality cost basis based on presentations by them before the designated Committee and their financial proposal. The date for presentation tentative is 16.07.2021 but actual shall be intimated on University website www.svsu.ac.in.

The Financial Bid as per scope of works shall only be opened to those firms at <https://etenders.hry.nic.in/> who shall be declared qualified and shortlisted only after technical evaluation of their EoI and subsequent presentation before the designated committee.

EoI may be sent in triplicate in a sealed envelope duly super scribed. **Expression of Interest for ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANTS FOR COMPREHENSIVE Annual Repair, Operation and maintenance, up keeping (DAY TO DAY) SVSU WORKS in Shri Vishwakarma Skill University** by <https://etenders.hry.nic.in/>. Subletting the subjected work shall not be allowed/ permitted.

The University reserves the right to accept or reject any or all the EoI's at any stage of the process or any of the terms without assigning any reason. No correspondence in this regard shall be entertained.

Registrar, SVSU

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1. ABOUT SVSU:

Shri Vishwakarma Skill University is a State university established under Act 25 of 2016. The objective to establish this skill University is to facilitate and promote skill, entrepreneurship development, skill based education and research in the emerging areas of manufacturing, information technology, textile, design, logistics and transportation, automation, agriculture, maintenance, etc. and to raise skill level in various fields related to these areas. Area of land 82.7 acres at Dudhola, Palwal.

Currently, Shri Vishwakarma Skill University Palwal is operating from Transit office, Plot No. - 147, Sector – 44, Gurugram, Haryana 122003) Phone No.: +91-124 2746800.

The Scope and Vision of the University

Annual Repair, Operation and maintenance, up keeping (DAY TO DAY) and SPECIAL REPAIRS INCLUDING ALL CIVIL WORKS, INTERNAL & EXTERNAL ELECTRICAL WORKS /DG SETS/ SUBSTATION EQUIPMENTS, OPERATION & CAMC OF HVAC SYSTEM, PLUMBING & DRAINAGE WORKS, HORTICULTURE, OPERATION & CAMC OF LIFTS, WTP PLANT, STP PLANTS, SOLID WASTE MANAGEMENT SYSTEM, SOLAR SYSTEM, CCTV CAMERA, FIRE FIGHTING SYSTEM WITH WET RISER, SPRINKLER & FIRE ALARM, IT WORKS (OPERATION & CAMC OF AUDIO & VIDEO CONFERENCING SYSTEM, ACCESS CONTROL SYSTEM, ACTIVE & PASSIVE NETWORK COMPONENTS) AND UPS etc. of the premises shall be done as per the CPWD/PWD maintenance manual/ specification. The brief project details of the project are as following:

Details of Infrastructure & Area constructed in Phase-1 for which day to day operation and maintenance will be done as under: -

S.No	Buildings	Area in Sq. M	No. of Blocks	No. of Stories	Ground Coverage
1	Administrative Block	5000	1	5	1115
2	Auditorium & Convention Centre	7760	1	5	2350
3	Academic Block	22245	6	4	5561
4	Central Library/ Computer Centre/Student Activity Centre/ Central Cafeteria	9110	1	4	2400
5	Centre of Excellence	4660	1	6	773
6	V.C Residence cum Camp Office	411	1	2	330
7	Senior Admin Residences (4 no. Type-8)	1098	4	2	645
8	Guest House/ Faculty House (With 20 no. guest rooms on twin sharing basis and 2 no. VVIP Suits)	2686	1	4	935
9	Type 8 & 7 Residence (32 residences)	10823	2	5	2165
10	Type 6 & 5 Residence (32 residences)	7140	2	5	1428
11	Type 4 Residence (12 residences)	1238	2	3	413
12	Type3 & 2 Residence (48 Residences)	4735	2	7	676

13	Type 1 Residence (12 Residences)	831	2	3	277
14	Transit Accommodation(28 units)	1849	1	4	462
15	Girls Hostel 1 Seater (85 students)	3492	1	6	582
16	Girls Hostel 3 Seater (261 students)	11384	1	6	1897
17	Girls Hotel 4 Seater (114 students)				
18	Boys Hostel 1 Seater (85 students)	3492	1	6	582
19	Boys Hostel 3 Seater (261 students)	11384	1	6	1897
20	Boys Hotel 4 Seater (114 students)				
21	Shopping Centre	1310	1	2	655
22	Health Centre	730	1	1	730
23	Community Centre	1020	1	2	700
24	Stadium	2350	1	3	1175
25	Gymnasium	3000	1	3	2360
26	Swimming Pool	1260	1	2	630
27	Playground including Cricket Pitches	-	-	-	-
28	Feeder School	1500	1	2	750
	Total Area in Phase I	120487			31524

The work may be awarded in phases as per the hand over plan of PMC of SVSU.

Note: - The scope of works as defined to M/s IrconISL in reference of DLP and maintenance will not include in above said day to day maintenance work.

Details of Services covered in scope of works as per mentioned above buildings and external services of campus/ outside area related to campus: -

- I. Civil services including internal & external maintenance of buildings and up keeping of the premises, mechanized, cleaning of facade, Toilets, roads, pavements, and path drains works, boundary wall, cladding, Horticulture Landscaping area & Street furniture etc.
- II. E & M Service's i/c Electrical Internal & External Installations, Street Lights, electrical hot water, solar power etc.
- III. Operation and Maintenance of Fire Fighting i/c fire alarm Services.
- IV. Operation and Maintenance of Water Supply i/c Pumps, Sewerage System/Network, RO plant, STP, Bore wells and WTP.
- V. Operation and Maintenance of Sewerage System/Network, STP, Bore wells and WTP.
- VI. Operation and maintenance of DG Sets & Sub Station, Transformer, HT Panel, LT Panel and all other electrical panel of other specialized equipment's.
- VII. A.C./A.C. Plant

- VIII. Operation and Maintenance of Lifts.
- IX. Operation and Maintenance of Roads.
- X. Operation and Maintenance of IT & AV Services, EPABX, CCTV, BMS, Public Address System and other Low Voltage Services etc.
- XI. CAMC of Specialized equipment's.
- XII. Swimming Pool and its accessories.
- XIII. R.O. Units/Plant

Note: - 1. As per BOQ the value quoted must include the service or consumable charges etc.

2. Any other services to be added or eliminated on mutually agreed terms.

All the work including number of manpower deployed should be carried out based on CPWD/PWD Maintenance manual and specification up to date.

1. Minimum Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities for providing the services necessary to meet the requirements, as described in the EoI document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the day to day repair and maintenance services sought by SVSU. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the EoI document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below. Eligibility criteria are mandatory and any deviation in the same will attract bid disqualification. Bidder must be a Public Sector Undertaking set up by Central / State Government to carry out civil/electrical or IT work or any other Central /State Government Organization / PSU fulfilling following criteria:

A. Work Experience:

- i) Experience of having successfully completed to Public Sector and Govt Companies /Government Departments / Research Organizations / Institutional bodies similar works during the last 5 years ending previous day of last date of submission of tenders:
 - a. Three similar works each of above type building/department having area not less than 40 acres.
or
 - b. Two similar works each of above type building/department having area not less than 50 acres.
or
 - c. One similar work of above type building/department having area not less than 100 acres.

“Similar works” shall mean “Govt. Residential /Official/Commercial /Institutional Complex/ Campus in Annual running & Maintenance of buildings includes Civil, E & M, Horticulture, Fire Fighting, Fire Alarm, Sanitary installations, Operation of Lifts, DG sets and STP, WTP and CAMC of Specialized equipment and UPS etc.

The past experience in similar nature of work should be supported by certificates issued by the client’s organization not below the rank of Xen/ or equivalent.

- ii) Joint-venture / consortia of firms / companies shall not be allowed and the

bidders should meet the above criteria themselves

B. Financial Strength:

- i)** The Average annual financial turnover during the last 3 years, ending 31st March of the FY 2019-20 should be at least **Rs 20.00 crores**. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal / signatures and registration number.
- ii)** Net Worth of the company / firm as on 31st March of previous Financial year, should be positive.
- iii)** The Bidder should not have incurred any loss in more than three years during available last five consecutive balance sheets.
- iv)** The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last five years.

C. Additional Qualifying Criteria:

- i)** The bidder must have experience of ARMO of a Prestigious building as defined in CPWD/PWD maintenance manual.
- ii)** To ensure smooth and uninterrupted operation, the bidders must have their office in Delhi / Haryana.
- iii)** The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority (Labor Commissioner etc.).
- iv)** The bidder / Company / Firm / Agency should be registered with Income Tax and GST department;
- v)** The bidder / Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- vi)** The bidder / Company / Firm / Agency should have its own Bank Account
- vii)** Annual reports and audited statement or statements certified by an independent auditor appointed by the company; of accounts for the last five years (2015-16 to 2019-20). Certificates in support of turnover from the statutory auditors of the company certifying the turnover and profit. Net worth certificate in the prescribed format for the last five years or solvency certificate for the last six months.
- viii)** Certificate from the Chairman/ Company Secretary of the PSU certifying the details of the signatory authority and attestation of such authority's signature or Power of Attorney in favor of the signatory authority for the purpose of signing bid documents.
- ix)** All papers which are a photo copy and submitted as part of the proposal shall be duly attested by the company's CS/CA or Authorized signatory.
- x)** Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the PSU / Govt. organization

- xi)** Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. index of the documents submitted in the NIT should be given and location of the documents submitted should be clearly mentioned in the index so that the tender evaluation committee is able to easily locate them. Non-compliance of this condition will result in rejection of the bid.
- xii)** Annexure I to Annexure III should be duly signed, stamped and submitted along with supporting documents.
- xiii)** Submission of proof of work experience of prestigious buildings.

1. Prequalification

The bidder must possess the requisite experience, strength and capabilities for providing the services necessary to meet the requirements, as described in the EoI document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by SVSU. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the EoI document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below. Eligibility criteria are mandatory and any deviation in the same will attract bid disqualification.

S.No.	Criteria	Document to be provided
i.	Government/ State Organization or Central/ State PSU's	Certificate/Act of Incorporation.
ii.	Labour License	Valid Copy of Certificate
iii.	Employees Provident Fund and Employees State Insurance Acts.	Valid Copy of Certificate
iv.	The bidder or each member in case of a consortium should have positive net worth and an annual turnover as defined above.	Practicing Chartered Accountant Certificate for Net worth and Copy of the last financial years audited balance sheet of the company.
v.	The Bidder should not be under a Declaration of Ineligibility or black listed with any of the Government/ Public sector unit Agencies	Self-Declaration from Authorized Signatory of the Bidder
vi.	Work Order and Completion certificates	Issued copies from concerned

EoI Submission: -

Bidders may download the EoI documents from the SVSU website www.svsu.ac.in or <https://etenders.hry.nic.in/> and must be submitted at <https://etenders.hry.nic.in/> and physically

documents on or before 12.07.2021 up to 4.00 PM at Plot No-147, Sec-44, Gurugram through registered post or speed post or by hand.

Evaluation of Technical Proposals

The eligibility criteria will be first evaluated as defined in Notice Inviting Request for Proposals for each bidder. Detailed technical evaluation will be taken for only those bidders, who meet with the prescribed minimum qualifying eligibility criteria. The bidders securing minimum 60% marks in technical evaluation shall be considered for opening of financial proposals. The selection process will be based on Quality and Cost based selection (QCBS) – wherein 70% weight-age will be given to the technical proposal and 30% to the financial proposal.

After the technical evaluation is completed, then the Financial Proposals will be opened/ downloaded. The Shri Vishwakarma Skill University, Haryana shall simultaneously notify, in writing to the bidders whose Technical Proposals qualified minimum qualifying technical eligibility criteria/score, indicating the date, time, and location for opening of Financial Proposals.

Criteria: -

i. Annual Turnover (Last 03 Financial Year)	Max. Score 25
a) 20-40 crores	05
b) 40-60 crores	10
c) 60-80 crores	15
d) 80-100 crores	20
e) More than 100 crores	25
ii. Capacity Utilization: Annual Operation and Maintenance (In Lakhs sqft.)	Max. Score 25
a) Upto 40	05
b) Above 40 and upto 60	10
c) Above 60 and upto 80.	15
d) Above 80 and upto 100	20
e) Above 100	25
“Work order/ MoU with Govt. Organization may be attached”	
iii. Average of Profit before Tax (Average of last 3 Financial year)	Max Score 25
a) Upto Rs. 150 Lakhs	05
b) Above Rs. 150 Lakhs and upto Rs. 350 Lakhs	10
c) Above Rs. 350 Lakhs and upto Rs. 600 Lakhs	15
d) Above Rs. 600 Lakhs and upto Rs. 900 Lakhs	20
e) Above Rs. 900 Lakhs.	25

iv. Planning and Design Concept

Max Score 25

a) Poor	05
b) Fair	10
c) Good	15
d) Very Good	20
e) Excellent	25

Financial Proposal

To be submitted online on portal.

Combined Bid evaluation

A bidder will be selected under the Quality cum Cost Based System method (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP. The combined score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. On the basis of combined weighted score for technical and financial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.

Overall Score (OS) of a bidder will be his Technical Score (TS) plus his Financial Score (FS) and will be evaluated as under:

$$OS = \text{Technical Score (TS)} + \text{Financial Score (FS)}$$

A maximum of 100 marks will be allocated for the Technical Bid. Technical bid will be evaluated as per the technical bid evaluation table shown in Table 5 with this RFP. Technical Score of a bidder will be evaluated as under:

$$TS = TBV \times 70/100$$

Where **TBV** stands for Technical Bid Value of a bidder.

Financial bid will be evaluated as under:

$$FS = LFBV / FBV \times 30/100$$

Where **LFBV** stands for Lowest Financial Bid Value and **FBV** stands for Financial Bid Value of the concerned bidder.

EXAMPLE:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 60 and the weightage of the technical bids and financial bids is kept as 70:30. Assuming that in response to the RFP, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 marks respectively out of 100 marks. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened after notifying the date and time of bid opening to the successful participants. Assuming that the evaluation committee examines the financial proposals and the quoted total bid values are as under:

Proposal	Financial Bid Value (FBV)
A	: Rs. 120/-
B	: Rs. 100/-
C	: Rs. 110/-

Using the formula $\frac{LFBV}{FBV}$, where LFBV stands for Lowest Financial Bid Value and FBV stands for Financial Bid Value, the committee will give them the following points for financial proposals:

A	:	$(100 / 120) \times 100$	=	83 points
B	:	$(100 / 100) \times 100$	=	100 points
C	:	$(100 / 110) \times 100$	=	91 points

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:

OS = Technical Score (TS) + Financial Score (FS)

Proposal A	:	$75 \times 0.70 + 83 \times 0.30 = 73.9$	points
Proposal B	:	$80 \times 0.70 + 100 \times 0.30 = 86$	points
Proposal C	:	$90 \times 0.70 + 91 \times 0.30 = 90.30$	points

The three proposals in the combined technical and financial evaluation will be ranked as under:

Proposal A	:	73.9 points	:	H3
Proposal B	:	86 points	:	H2
Proposal C	:	90.30 points	:	H1

Proposal C at the total bid value of Rs. 110/- will, therefore, declared as **winner** and recommended for negotiations/approval, to the competent authority.

In the event of a tie in the final scores, the Bidder having the lower financial quote amongst the two would be given preference.

Registrar, SVSU

EoI response form

(To be submitted with EoI response)

Note: Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the authenticity and correctness of the information.

S. No.	Description	Details (To be filled in by the responder to the EoI)
i.	Name of the organization	
ii.	Official address	
iii.	Phone No. and Fax No.	
iv.	Corporate Headquarters Address	
v.	Phone No. and Fax No.	
vi.	E-Mail address of contact person	
vii.	Web Site Address	
viii.	Details of organization Registration (Please enclose attested copies)	
ix.	Name of Registration Authority	
x.	Registration Number and Year of Registration	
xi.	Product/ Service For which Registered with validity period	
xii.	GST registration No./ Labour License/ EPF	
xiii.	Service Tax Registration No.	
xiv.	Permanent Account Number (PAN)	
xv.	Whether the company complies with the Requirement under the Contract Labour (Regulation and Abolition) Act	
xvi.	Name of Bankers along with Branch (as appearing in MICR Cheque) & Account	
xvii.	Name of the Authorized Signatory, who is authorized to respond to the EoI	
xviii.	Others documents provided	

EOI response
Annexure-A

To

The Registrar,
SVSU, Palwal, Haryana

SVSU

Witness

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Agency/Bidder

SUBJECT: Expression of Interest for SELECTION OF CPSU/ STATE PSU, PWD/CPWD, FOR ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANTS FOR COMPREHENSIVE ANNUAL REPAIR AND MAINTENANCE (DAY TO DAY) WORKS for Shri Vishwakarma Skill University, Village- Dudhola, Palwal, Haryana PIN- 121102.

Sir,

Having examined the details given in EOI No. SVSU/Reg./EOI/Maint./E-242/01 for the above project, I/we hereby submit the relevant information.

1. I/We here by certify that all the statements made and information/ documents supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply. I/We fulfill the eligibility criteria as laid down in the document.
3. I/We also authorize the University, and its authorized representatives to approach individuals, employers and firms to verify our competence and general reputation and also physical verification of the quality of our work at the sites.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the. following projects along with prescribed format:

Name of project's

Certificate from previous clients

List of Enclosures

Signature (s) of Applicant (s) & Seal

EOI response
Annexure "B"

Checklist for response submission

The following check-list must be filled in and submitted with the response

Description	Response	If yes, mention page no.
Have you provided the EoI Response containing the details mentioned in the document?	Yes/No	
Have you provided the documentation proof as described in EOI	Yes/No	
Have you submitted the undertaking pertaining to the Annexure-A	Yes/No	
Have you attached documents pertaining to similar experience?	Yes/No	
Have you attached audited balance sheets for last three years	Yes/No	
Have you attached the Manpower with Machineries in house details	Yes/No	
Have you attached any certificate of Achievement	Yes/No	

General Terms and conditions of EOI: -

1. SETTLEMENT OF DISPUTES: -

All disputes or differences of any kind whatsoever that may arise between the

Employer/Engineer In-charge and the Bidder in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works of each projects or after their completion, whether before or after termination of contract shall be settled as under: -

1.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Bidder to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

1.2 Conciliation/ Arbitration

1.2.1 It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has been made by the parties to settle such disputes through mutual settlement.

1.2.2 If the Bidder is not satisfied with the decision of the Employer on any matter in question, disputes or differences, the Bidder may refer to the Employer in writing to settle such disputes or differences through conciliation or Arbitration provided that the demand for conciliation or Arbitration shall specify the matters, which are in question or subject of the claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

1.2.3 **The Vice-chancellor, SVSU** may at his option appoint as Sole Conciliator or Sole Arbitrator, as the case may be.

1.2.4 In case, the Bidder opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes thorough Conciliation fails, the Bidder may refer to the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.

1.2.5 The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

1.2.6 The language of proceedings, documents or communications shall be in English and the

award shall be made in English in writing in detail.

1.2.7 The conciliation/arbitration proceedings shall be held at a place decided by conciliator/arbitrator.

1.2.8 The fees and other charges of the Conciliator/ Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Bidder.

1.2.9 Settlement through Court

It is a term of this contract that the Bidder shall not approach any court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 1.1 and 1.2.

JURISDICTION OF COURTS:

Jurisdiction of courts for dispute resolution shall be at Palwal Haryana.

2. Signing of Contract: -

The successful agency shall enter into and execute the Contract agreement in the form of agreement within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the agency at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the contractor.

3. Performance Security:

a. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security @ 3% of estimated contract value to be submitted by agency of yearly wise in accordance with the conditions of contract, using for that purpose the Performance Security Form included in (Contract Forms), or another form acceptable to the Employer.

b. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

c. The above provision shall also apply to the furnishing of a domestic preference security if so required.

d. The performance bank guarantee shall be kept valid during the period of contract. If there is extension of contract, then the performance security is required to be submitted before the extension.

4. Amendment of EOI Bidding Documents: -

a. Before the deadline for submission of EOI, the Employer may modify the bidding documents by issuing addenda.

b. Any addendum thus issued shall be part of the EOI documents and put on website. The same shall be uploaded on website. No claim will be entertained regarding non reference of instructions by bidder on website.

c. To give prospective bidders reasonable time in which to take an addendum into account in

preparing their EOI, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.

5. EOI Validity: -

a. EOI shall remain valid for a period not less than 90 days after the deadline date for bid submission. A EOI valid for a shorter period shall be rejected by the Employer as non-responsive and earnest money will be forfeited.

b. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his EOI, but will be required to extend the validity of his EOI security for a period of the extension.

6. Liquidated Damages/ Penalty: -

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the agency failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the agency in a reasonable and acceptable short time, then, the Employer may allow the agency extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Employer, will recover by way of liquidated damages, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part thereof, the agency is in default.
- b. The recovery on account of compensation for delay shall be limited to 5% of his contract value of the fee for works, as the case may be. The recovery of such damages shall not relieve the agency from his obligation to complete the work or from any other obligation and liability under the contract.
- c. SVSU shall deduct Penalty/LD up to 10% of the total actual cost of the work.

7. EOI Security/ EMD: -

1. The Bidder/agency shall furnish, as part of his Bid, a Bid security for the amount as shown in Notice Inviting Tender.

2. Any bid not accompanied by an acceptable Bid Security and not secured shall be rejected by the Employer as non-responsive.

3. The Bid Security/EMD of the unsuccessful bidders will be returned within 28 days of the end of the bid validity period or will be refunded after allotted the work of successful bidder/ contractor. The Bid Security/EMD of the successful bidder will be refunded after submission of performance security in the shape of Bank Guarantee / FDR in favour of SVSU for amounting to 3% of estimated cost of projects which will be submitted by agency.

4 The EMD/ Bid Security may be forfeited

(a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

- (b) If the Bidder does not accept the correction of the Bid Price, or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement within the 15 days from the date of issue of LOA; or
 - (ii) fails to furnish the Furnish the required Performance Security.
- d) If a Bidder Hides / mis-represents facts.
- e) If a Bidder Refuses to accept Letter of Award.
- f) If a Bidder Tampers/ modifies Price Bid Template in any manner.
- g) If a Bidder Gets involved in any corrupt, collusive, coercive or fraudulent practices.

8. Force Majeure: -

- a. Where the performance by the consultant/agency of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the consultant/agency and against which an experienced consultant/agency could not reasonably have been expected to take precautions, the consultant/agency shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- b. From the date of receipt of notice given in accordance with Clause -a, the Client may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.
- c. If by the end of the Suspension Period the Parties have not agreed to a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

9. Disqualification: -

Even through the Applicant meet the above criteria, they are subject to be disqualified, if they have: - made misleading or false representation in the form, statements submitted; and/or - records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent history of litigation awarded against the Applicant of Financial figure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court direction leading to breaking out of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners. The bidder shall produce affidavit that his firm has not been black listed in last 7years by any central/state Govt., their corporation & Boards etc at the time of last date of bid submission.

10. Site Visit: -

The Bidder/ Agency, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

11. Process to be Confidential: -

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

Registrar, SVSU

Annexure “C”

DESCRIPTION

The following notes offer guidance to proposing responder in the form of a model outline for their response document. All the headings indicated below must be addressed in the sequence shown, providing as much relevant detail as possible. (Conformance to this outline will assist the subsequent evaluation and selection activities, and any variations should be documented).

Additional headings and information may be provided by the proposing responder where they are required to include additional details or explanations.

Description of the proposing responder:

- i.** Specifically include legal status, ownership, and the name of the person within the company who is responsible for this project.
- ii.** The proposing responder’s general understanding of the project requirements and the proposed total solution.
- iii.** The main features of the proposed solution and any areas of financial, operational, development risks that are perceived.
- iv.** Upgrade and technology refresh strategy for the proposed software platform.
- v.** Describe the strategy suggested for future upgrade of the supplied equipment and / or products and any impact this strategy may have on operation etc.
- vi.** Scope of work compliance as per the document

Annexure “D”

UNDERTAKING

(To be submitted by the responder on the responder’s letter head)

I/We hereby undertake that I/We have studied and understood the Expression of Interest document completely.

I/We hereby undertake that I/We understand that the Section Scope of Work and Requirement of this Eol is indicative only and not exhaustive in any manner and that the final scope of work and technical specification will be decided by SVSU at their discretion.

I/We hereby undertake that I/We understand that the SVSU reserves the right to finalize the scope of work and requirements at its discretion, which may be based on my/or proposed solution and/or any other responder’s proposed solution and/or as decided by the SVSU. I/We hereby declare that I/We shall not be having any claim and/or right for the said usage.

I/We hereby undertake that I/We hereby undertake that I/We understand that the SVSU reserves the right to float a separate tender for the scope of work and requirements as mentioned above of this Eol irrespective of the outcome of this Eol. I/We understand that in such a case I/We shall bid separately for that tender and in no case our response to this Eol shall be deemed as a bid for the said tender.

I/We hereby undertake that the SVSU reserves the right to short list responder(s) for further tendering of this Eol and in case of my/our response being rejected I/We shall have no claim of any short in the further tendering process. I/We hereby undertake that we shall comply with the scope of work and requirements and there are no deviations of any manner in this regard from my/our side.

I/We hereby undertake that in case my/our response to this Eol is short listed I/We agree to bid for the further tender as and when asked for by SVSU based on the terms and conditions and technical specifications and scope of work as finalized and decided by the SVSU at their discretion.

I/We undertake to be the single point of contact for SVSU and shall be solely responsible for the entire scope of work and requirements as per the service levels defined in the subsequent tender document.

I/ We here by affirm that our response is valid for a period of 90 days from the date of EOI submission.

(To be signed by Authorized Signatory with stamp).