



# JAMIA MILLIA ISLAMIA

*(A Central University, Act of Parliament)*

Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025

**EXPRESSION OF INTEREST  
FOR  
Appointment of CENTRAL PUBLIC  
SECTOR UNDERTAKING (CPSU)**

**as**

**Project Management Consultant  
(PMC)**

**For**

**Planning, Design and Construction**  
of various buildings and its services in respect of  
**Infrastructural Development- Phase-II**  
(Construction of Residential Staff Quarters/Towers)

**Under**

**EPC mode of Contract**

**At**

**JAMIA MILLIA ISLAMIA, NEW DELHI**

Website: <https://www.jmi.ac.in>

**JAMIA MILLIA ISLAMIA**  
**(A Central University, Act of Parliament)**  
**Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025**

EOI. No. JMI/REG/PMC/2022-23/02

Date: 24.06.2022

**“Expression of Interest”**

EOI - SELECTION OF A PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPLETE PLANNING, DESIGN, EXECUTION / CONSTRUCTION OF BUILDINGS AND ITS SERVICES INCLUDING FURNITURE AND FIXTURES, IT (NETWORKING), COMMISSIONING, ETC. UNDER EPC CONTRACT MODE AS PER SCOPE OF WORK CONSTRUCTION OF RESIDENTIAL STAFF QUARTERS/ TOWERS AT JMI DELHI

Probable Project Amount - Rs.100.00 Cr.

Earnest Money -Rs. 08.00 Lakhs

Due date of the Receipt of the Offers 18.07.2022

Up to 3.00 p.m. In the office of the Registrar, Registrar Secretariat, Jamia Millia  
Islamia, New Delhi-11025

Cost of the Tender Form

**Rs. 5000/- (Rupees Five Thousand Only) [D.D. Only]**

JAMIA MILLIA ISLAMIA  
(A Central University)  
Maulana Mohd. Ali Jauhar Marg New Delhi, Delhi 110025

EOI. No. JMI/REG/PMC/2022-23/02

Date: 24.06.2022

#### EXPRESSION OF INTEREST

JAMIA MILLIA ISLAMIA, a Central University, invites "Expression of Interest" from reputed "Central Public Sector Undertakings", for the SELECTION of a Project Management Consultant (PMC) for Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning, etc. under EPC Contract Mode as per scope of work Construction of Residential Staff Quarters/Towers at Jamia Millia Islamia till completion of project.

Details & the Formats regarding the EOI Can be seen, downloaded from the Website: <https://www.jmi.ac.in>

Sealed Offers addressed to the Registrar. Registrar Secretariat, JAMIA MILLIA ISLAMIA should reach the Registrar Secretariat, before 3.00 pm on or before 18.07.2022. The University is not responsible for any delay in receiving the documents and reserves the right to accept/ reject any or all application/s without assigning any reason thereof.

REGISTRAR  
Jamia Millia Islamia  
New Delhi-25

<b>SALIENT INFORMATION</b>		
<b>S. No.</b>	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	<b>Availability of bid Documents on the website (<a href="http://www.jmi.ac.in">www.jmi.ac.in</a>), Bid Cost (Non-refundable) Rs. 5000/- the Demand Draft has to be enclosed in the Envelope-I</b>	<b>24/06/2022</b>
2	<b>Date of Pre-Bid Meeting and site visit (Venue: Committee Room, Registrar Secretariat, Jamia Millia Islamia)</b>	<b>05/07/2022 3:00 PM</b>
3	<b>Last Date/Time of the Submission of Sealed Bids to the Below mentioned Address: To The Registrar, Jamia Millia Islamia, Jamia Nagar, New Delhi-110025</b>	<b>18/07/2022 3:00 PM</b>
4	<b>Opening of the Technical Bids</b>	<b>18/07/2022 4:00 PM</b>
5	<b>Presentation, Opening of the Financial Bids &amp; Declaration of Final Result (Venue: JAMIA MILLIA ISLAMIA)</b>	<b>Will be intimated on the website</b>
<p><b><u>IMPORTANT NOTE:</u></b></p> <ol style="list-style-type: none"> <li>1. Changes/Corrigendum if any, in the EOI will be duly notified on the University Website: <a href="http://www.jmi.ac.in">www.jmi.ac.in</a></li> <li>2. List of Eligible Bidders shall be displayed on the University Website after the Evaluation of Technicalities.</li> <li>3. Date of the Presentations, Opening of Financial Bids &amp; Declaration of Final Results will be displayed on the University Website <a href="http://www.jmi.ac.in">www.jmi.ac.in</a>. in respect of technically Qualified Bids.</li> <li>4. Only the Eligible Bidders shall be allowed to participate in the Presentation &amp; Onward process.</li> <li>5. EMD: Amount Rs. 08.00 Lakhs in the form of DD to be enclosed in the Envelope-I.</li> <li>6. The DD for Bid Cost and DD for EMD must be submitted separately.</li> <li>7. The DD should be drawn in favor of "Registrar, JAMIA MILLIA ISLAMIA, Jamia Nagar Okhla New Delhi 110025 on Scheduled Bank Payable at New Delhi.</li> <li>8. The Bid received without the Bid Cost and the EMD shall not be acceptable</li> </ol>		

**JAMIA MILLIA ISLAMIA, NEW DELHI**  
**NOTICE INVITING TENDER**

EOI. No. JMI/REG/PMC/2022-23/02

Dated: 24/06/2022

JAMIA MILLIA ISLAMIA, a Central University, invites “Expression of Interest from reputed Central Public Sector Undertakings for Planning, Design and Construction, etc. under EPC Contract Mode including technical support during defect liability period.

The CPSUs must not have been blacklisted or debarred by any Government department / agency at the time of submission of bid and no work awarded to CPSUs should have been terminated during last three years on grounds of unsatisfactory performance. The CPSUs are required to submit an undertaking in this regard.

<b>Name &amp; Description of work</b>	<b>Availability of bid Documents on the website (<a href="http://www.jmi.ac.in">www.jmi.ac.in</a>),</b>	<b>Last date of submission of completed EOI document(Bid)</b>
SELECTION of a Project Management Consultant (PMC) for Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning, etc. under EPC Contract Mode as per scope of work Construction of Residential Staff Quarters/Towers at JMI Delhi as listed in this EOI document including technical support during defect liability period.	<b>24/06/2022</b>	<b>18/07/2022 3:00 PM</b>

The scope of the work of PMC shall include, but not be limited to, development of concept drawings in consultation with users, in-house or through selection of architectural and other design consultants, including getting various local body clearances/ all statutory approvals/ any other permission required; award of work for construction to the contractor (under EPC Contract Mode); contract execution, monitoring & supervision of construction and allied works mentioned above; usage of standard software for project management; ensuring successful commissioning including obtaining consent to operate; and handing over of project with all “as-built” drawings and equipment manuals / warranties and copies of completion certificates along with all statutory approvals and documents, wherever required.

JAMIA MILLIA ISLAMIA reserves the right to accept or reject any/all application(s) without assigning any reason or incurring any liability whatsoever.

Registrar  
Jamia Millia Islamia  
New Delhi-25

# NOTICE INVITING EOI FOR APPOINTMENT OF CPSU AS PROJECT MANAGEMENT CONSULTANT

(EOI. No. JMI/REG/PMC/2022-23/02, NEW DELHI)

**Description of work:** Complete Planning, Design, Execution / Construction of Buildings and its services, Furniture, IT (Networking), Obtaining Consent to Operate, etc. under EPC Contract Mode as per scope of work given in the documents as listed in this EOI document including technical support during defect liability period.

## 1. DEFINITIONS

In this EOI the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- (a) **Contract** means the Contract signed by the Parties with all attachments, namely Schedules, Annexures, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (between JMI, New Delhi and the Project Management Consultant).
- (b) **Effective Date** means the date on which this contract comes into force.
- (c) **JMI, NEW DELHI** shall mean JAMIA MILLIA ISLAMIA, New Delhi
- (d) **PMC** shall mean the Project Management Consultant (the **CPSU**) selected by JMI, New Delhi for planning, design and execution of works assigned to them under this EOI document.
- (e) **Party** shall mean either JMI, NEW DELHI or PMC and the parties shall mean both JMI, NEW DELHI and the PMC.
- (f) **Services of PMC** means the work to be performed by the Project Management Consultant.
- (g) **Service Charge** shall mean the agreed fees payable by JMI, NEW DELHI to the Project Management Consultant for the services rendered by it.
- (h) **TPQA** means Third Party Quality Assurance of the work to be conducted by a committee/ agency appointed by JMI, NEW DELHI.

## 2. INTRODUCTION

Jamia Millia Islamia, New Delhi A Central University by an Act of parliament, was established in the year 1920, is located in Maulana Mohammad Ali Jauhar Marg, Jamia Nagar, New Delhi, N A A C Accredited grade 'A + +' having a total campus area of 240 acres.

In order to achieve the aspirations for higher global ranking it is vital that the JMI rethinks and revitalizes its approach to its infrastructure. Changes are required at all stages of its development, including Specification and Prioritization, Delivery and Quality Management and Maintenance. Much work is underway already, however concerns remain – and it is vital that significant resources be made available to deliver buildings and infrastructure of international standard in

shortest possible time.

In this context, Jamia Millia Islamia, New Delhi invites EOI for engagement of CPSU for providing project management consultancy services for the work of construction of various identified buildings at Jamia Millia Islamia, New Delhi. CPSUs having past experience in Project Management Consultancy (PMC) are invited to submit their bid in accordance with this EOI.

### **3. OBJECTIVE**

JMI, NEW DELHI desires to avail the service support from a CPSU to work as PMC for its projects.

The broad objective of engaging the CPSU is to ensure:

- i) High standards of planning, design, execution and commissioning of the projects as per the requirements.
- ii) High standards of quality assurance in the execution of the works.
- iii) Completion of the works within the stipulated timeframe in respect of every HEFA project as per the scope of the work to be undertaken in compliance with GFR 2017, CVC guidelines and EPC mode
- iv) Comprehensive management of Project implementation activities including design, construction and handing over the project to JMI, NEW DELHI and technical support during defect liability period to be carried out by different contractors. Defect Liability Period shall be 24 months from the date of physical handing over of individual projects to JMI, NEW DELHI.
- v) Efficient construction supervision by personnel of the PMC, who are experienced in modern methods of construction and contract management.
- vi) Application of optimum and consistent design, construction and dispute resolution of contracts.
- vii) All such other actions required to be undertaken for satisfactory & timely completion and commissioning of the project to the entire satisfaction of JMI, NEW DELHI.

#### 4. SCOPE OF WORK

4.1 Infrastructure projects to be developed at JMI, NEW DELHI are as per following:

S. No.	Essential Infrastructure required	No. of Floors	Total Covered area (in sq. m.)	Estimated Cost (Rs. In Crores)	Estimated Completion time in month
1	Construction of Residential Staff Quarters/Towers	9	29160.00	100.00	24
	<b>Grand Total:</b>		<b>29160.00</b>	<b>100.00</b>	

- Note:** 1. The PMC is advised to include new construction and re-development Projects under different packages while inviting tenders for these works.
2. JMI, NEW DELHI reserves the right to change, add or delete any of the mentioned Projects or part thereof, while assigning the work to the PMC (CPSU).
3. **The time limit and quantifiable monitorable work completion targets/deliverable would have to be defined and strictly followed by the PMC without time overrun and cost overruns as mandated by NITI Aayog/MOE/HEFA.**

#### 4.2 Obligations of the PMC

The PMC shall carry out comprehensive planning and design of all buildings and infrastructure / services ensuring adherence to BIS and international standards and local by-laws, either in-house or through appointment of an Architect/ Design Consultant. **The PMC as well as its Architect/ Design Consultant shall have the capability to develop, amend and communicate all designs, drawings and documents, etc. over the cloud-based Project Management System (4D-BIM or Asset Lifecycle Information Management Solution), so decided mutually by JMI, NEW DELHI and PMC. No communication or flow of information related to the project shall be made offline (in hard copies) unless asked to do so.**

Appointment of the EPC contractors by the PMC will be done in a transparent manner following the provisions contained in General Financial Rules, 2017 (as amended from time to time) and the Manual on Policies and Procedures for Procurement of Works issued by the Ministry of Finance. The work assigned to the PMC shall be executed through open tender system with wide publicity as per the provisions contained in GFR 2017, CPWD and CVC guidelines, and other applicable best practices.

In discharge of the above obligations and scope of work, the role and responsibilities of the PMC shall include, but not be limited to, the following:

- a) Development of Concept design of buildings and infrastructure/ services based on user's requirement and preparation of Preliminary Estimate / Detailed Project report (DPR) based on DSR/ DPAR (inclusive of Market Rate (MR) items wherever applicable) and submit to JMI, NEW DELHI for Administrative Approval and Expenditure Sanction (hereinafter referred to as



AA and ES).

- b) Development and vetting of all Architectural design and drawings (concept drawings developed for the EPC tender(s) as well as working drawings submitted by the EPC contractor(s)).
- c) The layout and design for the buildings shall be done as per Energy Efficient Norms and the National Building Code incorporating structural safety standards. The PMC shall ensure that the structures being constructed are in harmony with the environment. The PMC shall interact with agencies concerned, at different stages, to take into account their requirements.
- d) Vetting of Structural Designs of building developed by the structural designer of the EPC contractor by a reputed institute. The PMC shall be responsible for the structural stability, quality of the materials used and conformity to the architectural drawings and specifications of the buildings through strict supervision, quality control, efficient project management, timely completion of projects and cost control. The PMC shall also be responsible for correctness and conformity of structural and other drawings, specifications and design to the corresponding bylaws of all statutory authorities including relevant BIS codes, etc. The PMC shall be responsible for timely completion of projects, structural soundness of the buildings in all respects and a certificate thereof shall be furnished by them to JMI, NEW DELHI on the completion of the work.
- e) Landscape Design (including terrace garden, if any).
- f) Electrical and networking Services including power distribution, Sub-station and DG set, OFCs, Data and Voice communication over Internet / ADSL / Wi-Fi, Security and surveillance system including CCTV, access control, etc.
- g) MEP design including HVAC, Lifts, escalators, moving walkways, ventilation system, etc.
- h) Sanitation and Public Health including plumbing, water supply storage & distribution, hot water, sanitary, sewerage, wastewater distribution, storm water drainage and rainwater harvesting systems. **The PMC to ensure that the design of External Services to be laid for the proposed projects shall be so developed that they are compatible with Main Sewer, Storm water drain, Fire pipelines, Recycled water distribution network, Electrical, IT network, etc. of JMI, NEW DELHI. As the Institution is 100 years old, these services are being upgraded and this fact shall be taken into account while designing the project.**
- i) Fire Safety including Fire detection and alarm system, fire suppression system, pressurization system for lifts and basements etc.
- j) Utility and Services including supply, distribution and disposal system for Compressed Air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management for individual buildings wherever required.
- k) Planning of furniture and furnishing for both fixed & loose type for dry and wet labs and other areas.
- l) The PMC shall suggest, adhere and implement on -

- i. Energy conservation measures as per Building Energy Conservation Code.
  - ii. Use of Recycled / Green Construction materials as per norms
  - iii. Recycling of Wastewater and Rainwater harvesting measures.
  - iv. Cost optimization of Project as a whole
  - v. The infrastructure being constructed shall be GRIHA 4 STAR rating compliant.
  - vi. Comply with any other guideline issued by Govt. of India for such Projects.
  - vii. The site being in high seismic zone, the CPSU should follow all norms and regulations for construction in such zones.
- m) Any other component of work approved by JMI, NEW DELHI as per the requirement for completion of work.

#### **4.3 Obligations of JMI, NEW DELHI**

- a) JMI, NEW DELHI shall provide the scope of work and other details required to the PMC for preparation of preliminary drawings of the work and accord approval of the same.
- b) JMI, NEW DELHI shall accord AA and ES to the preliminary estimate submitted by the PMC.
- c) JMI, NEW DELHI shall approve architectural design/ drawing and time schedule for completion of the work if found satisfactory.
- d) In any case there should be no time and cost overrun.
- e) JMI, NEW DELHI will assist in providing security clearance and access to contractor's material and labour to the site of work. Water and electricity connection for construction work will, however, be arranged by the PMC/EPC contractor(s) at their own. In case the contractor utilizes water and electricity facilities of the Institute he/ she shall make payment as per actuals.
- f) JMI, NEW DELHI shall adopt the Public Financial Management System (PFMS) for disbursement of funds to the PMC.
- g) As soon as the project is finally completed and NOCs/ documents/ certificates, including completion and occupancy certificate obtained, the PMC shall inform JMI, NEW DELHI, which shall nominate a committee for checking/ verification of completed work as per the scope of work sanctioned for final taking over of the Building/ Project.

#### **4.4 Implementation of the Project**

Execution of project on EPC mode by the PMC will essentially involve the following.

- a) PMC shall be the "Principal Employer" for all practical purposes and all the forms will be issued only by the PMC to all agencies. Also, PMC will

conclude the contract agreement and defend all cases related to works including labour dispute, etc. However, all documents required by the local bodies shall be signed by authorized representative of Jamia Millia Islamia, Delhi being owner of the property.

- b) Copy of all contract agreements/work orders issued to various contractors/agencies shall be simultaneously endorsed to JMI, New Delhi without fail.
- c) It will be the responsibility of the PMC to obtain all preconstruction and post-construction statutory clearances and approvals including building plan approval; environmental clearance; tree cutting permission; service connections such as water supply, drainage, power supply, Demolition of any old structure, restoration of any existing services etc.; Consent to Establish (CTE); including and up to the Occupancy Certificate and Consent to Operate (CTO) on behalf of JMI, NEW DELHI. JMI, NEW DELHI shall provide the necessary assistance. All documents required by the local bodies shall be signed by authorized representative of JMI, NEW DELHI being owner of the property. The amount received from auction of any building will be deposited in Jamia Millia Islamia.
- d) Statutory fee paid by the contractor(s)/PMC for obtaining all statutory NOCs/approvals shall be reimbursed by JMI, NEW DELHI to them upon submission of receipts/satisfactory evidence of having submitted the same to the statutory authorities.
- e) Deposits (including caution deposits, fee, cost of pipelines/cables/ panels, inspection charges and any other infrastructure charges) remitted by the contractor(s) towards getting new/additional water supply/power supply, etc. connections shall be reimbursed in actuals by JMI, NEW DELHI upon submission of documentary evidence by the contractor(s).
- f) The PMC will ensure that the EPC contractor(s) engaged by them follows all safety and other precautions laid down by law and regulations as applicable from time to time for the labour/workers engaged by them at their work site(s).
- g) Ensure high standards of quality assurance while carrying out construction supervision. PMC shall be responsible for timely completion of the project. PMC shall ensure Correctness of the Measurement in Bill of Quantities before release of payment to the contractor.
- h) Ensure adherence to provisions under National Building Code (NBC), CPWD Specifications, BIS Code, CVC guidelines, etc. The PMC will ensure carrying out all possible mandatory/ additional tests at site or at reputed testing laboratories to establish and document quality of material used on project.
- i) PMC will perform the functions of Engineer-in-charge as enumerated in a works contracts and ensure that there should no cost/time overrun

- j) **PMC will incorporate in the project use of real time project management software (4D BIM or Asset Lifecycle Information Management Solution), mutually agreed by the PMC and JMI, NEW DELHI. The software will essentially have mechanism for clash detection of various services, two-way flow of information contained in any file format of documents and drawings used in the project. The software shall be available over cloud with access to pre-defined users of JMI, NEW DELHI, the PMC, all Architects, MEP, Electrical and Structural consultants, Contractor and Selected vendors. The cost of the cloud-based software shall be met out of project cost.**
- k) JMI, NEW DELHI may appoint third-party quality assurance agency (TPQA)/ committee to inspect the works and advise JMI, NEW DELHI on the quality, workmanship, processes, etc.
- l) PMC to assist the TPQA agency/Committee appointed by JMI, NEW DELHI in accessing information and conducting inspections. PMC will arrange to remove deficiencies brought out by TPQA in a reasonable time and will submit compliance report to settle TPQA's paras / observations. JMI, NEW DELHI may also constitute a separate Review Committee consisting of a representative each from the Administrative Ministry, Finance (Internal Finance Wing) and the Executing Agency to review the progress of the work.
- m) In the interest of work, the PMC shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors/ firms/ agencies/ suppliers. The PMC shall hand-over the completed buildings to JMI, NEW DELHI along with two sets of completion drawings, service plans, completion certificate and all related documents including guarantee/ warranty cards of services/ equipment etc.
- n) The PMC shall make all efforts to complete the work within the AA and ES amount.
- o) PMC to make provisions for 07 years warranty / CMC support for complete equipment systems with back to back similar warranty CMC support commitment from OEM for major components / systems and pass on all test certificates, Equipment Manuals, warranties and AMCs to JMI, NEW DELHI on completion of work. Warranty / CMC support period shall commence from the date of handing over of the system to JMI, NEW DELHI.
- p) PMC shall not make any material deviation, alteration, addition to or omission from the work shown and described in the contract document without prior approval of JMI, NEW DELHI.
- q) The PMC will open a separate Escrow accounts. If any interest or income accrues on the deposit or advances given by JMI, NEW DELHI, the same

shall be credited to the Escrow account of JMI by PMC. Penalty, if any, levied on the contractor, architect or any other agency shall also be credited into the Escrow account of JMI by PMC.

As per the prevailing practice, there will be a buffer of 10% of project cost lying with PMC of JMI. It will be PMC's responsibility to get recouped the buffer amount (when it decreases due to expenditure made in payments of bills to the contractor(s)) by raising demand note to JMI, NEW DELHI on their letterhead but duly supported by copies of invoices paid. The demand note along with necessary documents submitted by the PMC shall be processed and payment shall be release on receipt form HEFA. As well as Mobilization advance will be allowed as per the GFR 2017 and that would be interest bearing not as interest free advance.

- r) At the end of every month and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format prescribed by JMI, NEW DELHI/ HEFA.
- s) The PMC shall finalize accounts and intimate the final cost of the work to JMI, NEW DELHI within six months of completion of work. Copy of final bills of each contract between PMC and contractor will be provided to JMI, NEW DELHI for its reference and record.
- t) On completion of work, the PMC shall return the balance amount after finalization of accounts to JMI, NEW DELHI.
- u) All records, drawing etc. related to the Project and maintained by PMC during Project execution shall be handed over to JMI, NEW DELHI on completion of the Project. PMC shall hand over the buildings complete in all respect free from all encumbrances including site clearance, vacation of construction workers' hutments at site, if any, to JMI, NEW DELHI.
- v) The PMC shall reply to and comply with the observations pertaining to works made by CTE's branch, CAG, Vigilance and other competent authorities and remain liable for settlement of their observations/ objections/ actions, if any. However, JMI, NEW DELHI shall be kept informed of all observations/ objections and actions thereon.

In case of observations on JMI, NEW DELHI by Internal Audit of the Ministry of Education, CVC, etc., the PMC shall provide relevant information and assist JMI, NEW DELHI in replying to these statutory authorities.

All the financial records relevant to the contract will be open to scrutiny and inspection by the authorized representatives of above stated competent authorities and JMI, NEW DELHI.

- w) PMC to settle and resolve any dispute that may arise between PMC and Contractors / Vendors engaged in the project. PMC shall initiate, defend the Arbitration and Court cases (preparation of claims, counter statement of claims/ defense, counterclaims, affidavit of evidence, compliance of court orders, rejoinder, filing appeals, challenge awards and court orders, written submission etc. through counsel). Reasonable legal expenses, generally paid in accordance with the good industrial practices, shall be paid by the PMC. However, prior approval of JMI, New Delhi shall be obtained before

incurring such expenditure.

- x) In case any agency serves the PMC with a notice for arbitration regarding the work, the PMC shall inform the Institute of the same immediately.
- y) The PMC shall make effective representation to defend JMI, NEW DELHI in all arbitration proceedings and court cases related to the execution of work. The arbitration award/ court or tribunal decrees shall be accepted or challenged by the competent authority of the PMC after taking appropriate legal opinion and following the due process. The said competent authority shall record the reasons for its decision on acceptance or challenge of the award/ order.

**4.5 Project Timelines:** The project has to be completed within 18 to 24 months depending on the quantum of work involved. Tentative timelines for different milestones are indicated below.

S. No.	Activity	Timeline
1.	Award of work to the PMC (CPSU) by JMI, NEW DELHI	D day
2.	Preparation of Concept Design for the proposed Buildings and its submission to JMI, NEW DELHI.	D+1 Month
3.	Approval of Concept Design by JMI, NEW DELHI	D+1.3 Months
4.	Preliminary Estimate/ DPR preparation	D+2.3 Months
5.	Administrative Protocol	D+2.5 Months
6.	Call of tenders for finalizing Contractor / Agency by PMC	D+ 3.5 Months
7.	Award of work	D + 4.5 Months
8.	Commissioning of Project including obtaining CTO (depending upon project size 18-24 months)	D+ 22.5 / 28.5 Months

## 5. DEPLOYMENT OF OFFICERS & STAFF

Adequate number of supporting officers like EE, AE, JE, Supervisors etc. and the clerical / secretarial staff as required depending on progress of work should be deployed at each site.

## 6. MODE OF PAYMENT OF SERVICE CHARGES TO THE PMC

If "X" be the Preliminary Estimate of the project, "Y" be the Awarded Cost of work to the contractor, and "Z" be the Actual Cost of Work at Completion as per final bill and "P" be the PMC service charges in percentage, the stage wise payment to PMC by JMI, NEW DELHI shall be made as follows.

S. No	Stage of work	Payment term
(a)	Finalization of appointment of design consultants for the project	NIL
(b)	Preparation and submission of Concept design and PE/DPR to JMI, NEW DELHI	5% of P of X

(c)	Preliminary design approval and accord of A.A. & E.S. by JMI, NEW DELHI	NIL
(d)	Detailed drawing & design approval by JMI, NEW DELHI	10% of P of X less already paid
(e)	Award of work to contractor by the PMC	15% of P of X less already paid
(f)	After 20% financial progress of total Awarded Cost	20% of P of the least of X and Y less already paid to PMC
(g)	After 40% financial progress of total Awarded Cost	40% of P of the least of X and Y less already paid to PMC
(h)	After 60% financial progress of total Awarded Cost	60% of P of the least of X and Y less already paid to PMC
(i)	After 80% financial progress of total Awarded Cost	80% of P of the least of X and Y less already paid to PMC
(j)	Commissioning of Project including obtaining CTO	90% of P of the least of X, Y and Z less already paid to PMC
(k)	On completion of Defect Liability Period	100% of P of the least of X, Y and Z less already paid to PMC

No other Tax, Cess and Levy, except GST as applicable, shall be paid to the PMC over their Service Charges/ consultancy fees. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges made periodically to the PMC. However, if any new tax structure is introduced by Govt. after the last date of submission of bid for EOI, it shall be reimbursed/ deducted accordingly.

## 7. PAYMENTS TERMS

7.1 PMC shall work on EPC Mode basis under Higher Education Funding Agency (HEFA) guidelines for this project on behalf of Employer and shall be paid the actual cost of work plus the quoted Fee thereon for Project Management, Supervision, and Services including Architectural Services for planning, designing, and Consultancy Services excluding GST. The GST as applicable on implementation of works shall be charged to Project cost.

7.2 The expression actual cost of works' shall include the following:

- a) All the final payments made to the contractor(s), supplier(s), agency 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 Owner.
- c) Actual 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.

- d) The cost towards vetting of design/drawings from any reputed/IIT Institute and/or their services for consulting any matter concerning the project.
- e) All liabilities of the PMC payable to 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.
- f) GST shall be reimbursed to the Executing Agency. Any other tax levied by Govt. after signing this agreement is to be paid extra. The statutory compliance such as deductions of TDS as per Income Tax & GST & filing of return & other compliance shall be the responsibility of the PMC.
- g) 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 owner 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.

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 Owner and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Owner, the same shall not be taken into account for the purpose of calculating the Agency charges except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project work.

7.3 The actual final cost of work shall not include:

- a) Cost of land
- b) Cost paid by the Owner to local Government or any other statutory body or bodies forgetting approvals for the project etc

7.4 The payments by the Owner shall be made by transfer of funds in a bank account of PMC or through Demand Draft/Cheque or e-Transfer.

7.5 The Employer shall give initial deposit of 10% (Ten percent only) or as mandated by HEFA in terms of their policy of the estimated cost on signing of the Agreement. The initial deposit would be retained for adjustment against the last portion of the estimated expenditure.

7.6 The Employer will further give 10% (Ten percent only) or as mandated by HEFA in terms of their policy of the awarded cost at the time of award of work to the contractor by the PMC. PMC will recover this advance from the contractor from each running bill from the first running account bill of the contractor.

7.7 Bank interest accrued on the deposits/advance shall be pass on to the



Owner.

- 7.8 The PMC shall take up the project related expenditure with the Employer well in advance to enable the latter address the HEFA – prescribed documentation cum approval process so that the same is placed before HEFA for further processing and release of funds.

## **8 GENERAL CONDITIONS**

### **8.1 Law governing the Contract**

The governing Law of Contract shall be Laws of India.

### **8.2 Indemnifying JMI, NEW DELHI by the PMC**

The PMC shall indemnify JMI, NEW DELHI against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the PMC and its staff in execution of or in connection with the services provided under this agreement and against any loss or damage to JMI, NEW DELHI in consequence to any action or suit being brought against the PMC for anything done or committed to be done in the course of the execution of this agreement including losses / damages liable or claimed for infringement of Intellectual Property Rights (IPR) of any third party. The PMC will abide by the job safety measures prevalent in India and will free JMI, NEW DELHI from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the negligence of the PMC or contractor(s). The PMC will pay all indemnities arising from such incidents without any extra cost to JMI, NEW DELHI and will not hold JMI, NEW DELHI responsible or obligated. This obligation will survive the termination of the contract for one year or till completion of the case whichever is later. There should be no additional financial liability on JMI.

In the event of any claim, action, demand, or any proceedings whatsoever being invoked by vendor(s), contractor(s), bidder(s), or prospective bidder(s) appointed by PMC on behalf of JMI, NEW DELHI arising out of or in relation to or consequent upon this contract agreement or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s), PMC shall provide all the necessary assistance including recommendation (except on legal issues) until a period of one months after the expiry of Defect Liability Period on mutually agreeable rates.

**The PMC shall have to execute standard Integrity Pact, Indemnity Bond and Agreement document with JMI, NEW DELHI before the work is entrusted to it by JMI, NEW DELHI. Copy of these documents can be obtained from the office of the Registrar, JMI, NEW DELHI.**

### **8.3 Termination**

- a) **By JMI, NEW DELHI:** JMI, NEW DELHI may, without any prejudice to any other remedy for breach of agreement, by not less than 60 days written notice of termination to the Project Management Consultant, terminate this agreement in whole or in part if:
- i) The PMC fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof granted by JMI, NEW DELHI

pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations here under within such period as JMI, NEW DELHI may have approved in writing.

- ii) The PMC becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
  - iii) The PMC fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv) The PMC submits to JMI, NEW DELHI a statement which has a material effect on the rights, obligations, or interests of JMI, NEW DELHI.
  - v) The PMC, in the judgment of JMI, NEW DELHI has engaged in corrupt or fraudulent practices in executing the agreement.
  - vi) JMI, NEW DELHI, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- b) **Payment upon termination:** Upon the termination of this contract JMI, NEW DELHI shall after adjusting dues, if any recoverable from the PMC make the payment to the PMC. In the event of termination PMC shall be paid for the services rendered satisfactorily for carrying out the assignment up to the date of notice of termination.

8.4 **Consequences of termination:** In the event JMI, NEW DELHI terminates agreement in whole or in part pursuant to conditions of agreement, JMI, NEW DELHI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the PMC shall be liable to JMI, NEW DELHI for any excess cost for such similar services. However, the PMC shall continue the performance of the agreement to the extent not terminated and the PMC shall have no claim to compensation for any loss that he may thus incur on account of the action of JMI, NEW DELHI.

8.4.1 In case of termination during the agreement period, JMI, NEW DELHI will have the right to retain the documents prepared by the PMC during the agreement period of construction of the identified and the PMC shall have no right to use the same in any other application without the permission of JMI, NEW DELHI. The decision of JMI, NEW DELHI in this regard will be binding on the PMC.

8.4.2 The contract agreement between the PMC and the EPC contractor should spell out in no uncertain terms that in the event of termination of Agreement between JMI and PMC, The EPC contractor would enter into a fresh contract agreement with JMI resulting in contract management/administration by JMI that would come into effect immediately thereafter.

8.5 **Force Majeure:** Except as herein provided that no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other

circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 10 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof. Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

- 8.6 **Penalty:** If the PMC fails to perform any of the Services under this document within the requisite time period as mentioned at para 4.4 of this document, for reasons he must warrant, JMI, NEW DELHI shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC by the JMI, NEW DELHI for every week of delay, subject to a cap of 5% of the total Service Charge payable to the PMC. Beyond such penalty, JMI, NEW DELHI may not bring any further claims arising from the delay in performance of the Services by PMC. The right of termination shall remain unaffected.
- 8.7 **Limitation of PMC's Liability:** PMC's overall liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever, shall be limited to 5% of 'Total Service Charge payable' plus corrective services without any additional cost to JMI, NEW DELHI for any faulty services arising due to reasons solely attributable to PMC, i.e. error or omission in the technical work/ services performed by PMC in respect of Services to be provided by PMC.

8.8 **ARBITRATION/ Resolution of Disputes:**

Any and all disputes arising from this Agreement or a breach thereof shall be first informed settled amicably through, mutual discussion within 30 days from notice of dispute by either of the parties.

In the event of failure to resolve the disputes amicably within 30 days from the date of notification in writing of the existence of the dispute /difference, such unresolved dispute/ difference shall be settled through the process of Arbitration.

Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the Vice Chancellor, JMI. Dispute Resolution will provide administrative services in accordance with the Arbitration and Conciliation Act (as amended from time to time), and the parties shall consent to the same.

- (a) The arbitration proceedings shall be held at Jamia Millia Islamia, New Delhi and language used in these proceedings shall be English.
- (b) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- (c) The decision to continue performance of their respective remaining obligation

under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.

(d) The parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.

(e) The courts in New Delhi shall have exclusive jurisdiction in relation to this contract including this clause. The place and seat of Arbitration proceedings shall be in New Delhi.

(f) All fees pertaining to arbitration proceedings shall be borne by the parties equally.

(g) All other costs incurred by the parties shall be borne by the respective parties.

**9 Validity of EOI document:** The proposal shall remain valid for a period not less than 180 days from the due date of submission of proposal. JMI, NEW DELHI reserves the right to reject any proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

#### **10 GUIDELINES FOR THE BIDDERS:**

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

The Bids should be Type written and should be signed by the Authorized Person/ Bidder.

If any information furnished by the Bidder is found to be incorrect immediately or at a later stage/ date, the Bidder is liable to be debarred from taking part in any Bid of JAMIA MILLIA ISLAMIA and the EMD deposited by the Bidder shall be forfeited.

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

a. Employer: Registrar, JAMIA MILLIA ISLAMIA, Jamia Nagar New Delhi 110025.

b. Bidder: Public Sector Undertakings

c. Year: Financial Year

d. GFC: Good for Construction.

e. PMC: Project Management Consultancy.

f. IS: Indian Standard.

g. CQCCBS: Combined Quality cum Cost Based System

h. NR: Non-recurring

#### **Signing the Bids:**

The Bid shall be signed by a person who is competent and authorized by the concerned PSU for which an Authorization Letter shall be submitted in original.

The particulars furnished regarding the work to be executed through this Bid are provisional and liable to be modified as and when required in the interest of the University on the basis of needs and funds availability.

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

All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a

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

The Bidder should sign and affix his Office Seal on each Page of the EOI Document downloaded/obtained from Jamia Millia Islamia University Website ([www.jmi.ac.in](http://www.jmi.ac.in)).

Overwriting must be avoided. Corrections, if needed, should be made by striking out by Single Line, the incorrect sentence/word and rewriting by the Authorized Signatory with signature and date. The Bidder may furnish any Additional Information, which is deemed necessary to establish capability to successfully complete the envisaged Project/Services. Pages of the pre-qualification documents are numbered. Additional Sheets, if any, added by the Bidder, should be numbered. All these should be submitted as a package in bound form with signed Letter of Transmittal. Superfluous Information need not be furnished and no information shall be entertained after submission of EOI Document/Bid.

References, Information and Certificates from the respective Clients certifying suitability, technical know-how or capability of the Bidder should be signed by an Officer not below the rank of the Executive Engineer or equivalent.

Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the Project.

The EOI Document in Prescribed Form duly completed and signed should be submitted in Hard Copy (Original), in bound form in a Sealed Cover. The Sealed Cover super-scribed as, "EOI for PMC for Construction Projects, of Jamia Millia Islamia University", EOI Notice No. JMI/REG/PMC/2022-23/02 Dated 24.06.2022 shall be received in the Office of Registrar, Registrar Secretariat, JAMIA MILLIA ISLAMIA UNIVERSITY (A Central University), Jamia Nagar New Delhi 110025 on 18.07.2022 upto 3:00PM

Documents submitted by the Bidders in connection with this EOI will be the property of JAMIA MILLIA ISLAMIA.

JAMIA MILLIA ISLAMIA reserves its right not to respond to any such query which it thinks not essential in the interest of the University.

JAMIA MILLIA ISLAMIA is not bound to accept any or all the EOIs. JAMIA MILLIA ISLAMIA reserves the right to reject any or all EOIs in the interest of the University (Jamia Millia Islamia University) without assigning any reasons, thereof. No Bidder shall have any cause of action or claim against Jamia Millia Islamia University or its Officers Employees, Advisers, Agents, Successors or Assignees for rejection of this EOI.

Failure to provide information that is essential to evaluate the Bidder's Qualifications or substantiation of the information supplied, shall result in disqualification of the Bidder.

It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this Document has been prepared in good faith, neither Jamia Millia Islamia University 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 Jamia Millia

Islamia University, or any of its respective Officers, Employees, Advisers or Agents, whether negligent or otherwise.

The PSU will be engaged for the purpose of executing work as per scope of work and concerned PSU's Authority/Engineers/Technical Officers will be directly and fully answerable to the Public Undertaking/CVC/ Legal Issues/ Banks etc concerned. The PSU engaged, will be technically, legally and financially responsible for the work entrusted by the JAMIA MILLIA ISLAMIA.

The discretion and decision of Vice-Chancellor; Jamia Millia Islamia University, Jamia Millia Islamia-110025 in respect of the TOP (Technical and Office Protocol) shall be final and binding.

Bidders should furnish the following:

## **11 Organization Information:**

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

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

## **12 EVALUATION CRITERIA**

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

### **Minimum Eligibility Criteria**

- A. The agencies that fulfill the following minimum eligibility requirements shall be eligible to apply:  
Should have satisfactorily completed the works as mentioned below during the seven years ending previous day of last date of submission of tenders.  
PSU should have experience as Architectural and Project Management consultant for Construction of a completed building complex project with minimum value of Estimated value of Project.  
Similar works means experience in Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services for Construction of Academic/ Administrative/residential Buildings etc.
- B. Average annual financial turn over should be at least 5 times the estimated cost of proposed project during the immediate last 3 consecutive financial year.
- C. The agency should not have suffered losses during last 5 financial years.

- D. Any Public Sector Undertaking set up by the Central Govt to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central Organization / PSU notified the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Agreement to be submitted along with the tender as documentary evidence for this purpose.
- E. Agencies that are debarred or blacklisted by 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 no 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

### Evaluation of Technical bid

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

S. No.	Criteria	Evaluation	
<b>A</b>	<b>Technical Manpower</b>	<b>20 Marks</b>	
	Presence of professionally qualified staff in the PSU, either in – house or through empanelled business associates, in indicative categories		
	Civil Engineers	Max: 10 Marks Civil Engineers (Min. Qualification- B.Tech) 10 Marks 75 and Above: 07 Marks 50 to 74 05 Marks 25 to 49	<b>Certified Statement containing information regarding Name, Age, and Employment record</b>
	Electrical Engineers	Max: 5 Marks Electrical Engineers (Min. Qualification- B. Tech) 05 Marks 25 and Above: 03 Marks 15 to 24	
	Architect on Roll	Max: 5 Marks Architect (Min. Qualification- B. Arch) 05 Marks 05 and Above: 03 Marks 03 to 05	
<b>B</b>	<b>Methodology, Understanding of Project and Presentation on Concept Design</b>	<b>25 Marks</b>	<b>As evaluated by TEC of JMI</b>
<b>C</b>	<b>Past Experience of the PSU</b>	<b>30 marks</b>	
i	Experience of similar works for project successfully completed	Max: 05 Marks 05 Marks for twice or more the minimum eligibility criteria or more. 03 Marks for minimum eligibility criteria	<b>Copy of work order &amp; Certified statement from the client</b>

ii	Navratna and above	Max: 5 Marks 05 Marks for Navratna & above 03 Marks for other Central Government PSUs	<b>Supporting Documents from relevant authority</b>
iii	No. of years in relevant operational area	Max: 10 Marks 10 Marks for more than 50 years 07 Marks for experience between 25 and 50 years 05 Marks for experience between 21 and 24 years	<b>Certificate from relevant authority</b>
iv	Experience in Green Building	Max: 5 Marks 05 Marks for 3 (Three) Projects 03 Marks for 2 (Two) Projects 02 Marks for 1 (one) Project	<b>Green Building Certificate</b>
v	Performance Certificate of completed work having hand over	01 Marks for Each Project Maximum 5 marks	<b>Hand Over Certificate or Completion Certificate</b>
<b>D</b>	<b>Financial Capability</b>	<b>25 Marks</b>	
i	Average Annual Financial turnover in last five financial years	Max: 15 Marks 15 Marks for twice the minimum eligibility criteria or more. 10 Marks for minimum eligibility criteria.	<b>Certified Statement from Chartered Accountant.</b>
ii	Average Annual profit (PBIDT) in last three financial years	Max: 05 MARKS 05 Marks for twice the 10% of minimum eligibility criteria or more 03 Marks for 10% of minimum eligibility criteria	<b>Certified Statement from Chartered Accountant.</b>
iii	Net worth as on 31 <sup>st</sup> March of previous Financial year	Max: 05 MARKS 05 Marks for twice or minimum eligibility criteria or more 03 Marks for minimum eligibility criteria	<b>Certified Statement from Chartered Accountant.</b>
		<b>100 Marks</b>	

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- b) The evaluated bid will be given a Technical **Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 70%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. 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) JMI 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 may be sent by registered letters, or electronic mail.

### 13 Evaluation of the Bidders:

Bidders who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation and are required to give a presentation of



their methodology and understanding of the project, etc. The past performance and credentials of the firm will be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.

Technical evaluation once completed, the List of the technically qualified Bidders for opening of their Financial Bids will be displayed on the University Website ([www.jmi.ac.in](http://www.jmi.ac.in)). Financial Bids of only those Bidders who score a minimum of 70 marks out of 100 in the Technical Qualification Criteria will be opened. The selection of the successful Bidder would be on the "Combined Quality Cum Cost Based System (CQCCBS)".

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

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

Where,  $F_s$  = the Financial Score of the Financial Proposal

being evaluated  $FL$  = The price of Lowest Priced Financial Proposal

$F$  = the price of Financial Proposal under consideration

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

The first ranked Bidder is eligible for award of the work. Total Score = 80% x  $T_s$  + 20% X  $F_s$

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

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

SELECTION 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 Experts of JAMIA MILLIA ISLAMIA.

The bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful PMC.

If there is a discrepancy between words and figures, the amount in words shall prevail.

In case of a tie after evaluation in terms of clause 10 (c), the bidder with higher technical score shall be declared as the successful PMC.

Other agencies (L-2, L-3 and so on) who fulfill eligibility criteria, may also be considered for SELECTION if they agree to accept lowest PMS Charges. Agencies so empanelled may be considered for award of work at the discretion of the Competent Authority

Jamia Millia Islamia University reserves the right to award any or all the works on the lowest service charges to any other eligible agency also.

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

#### **14 LANGUAGE OF THE BID & TAXES AND DUTIES:**

##### **Language of Bid**

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

##### **Taxes and Duties**

- The PSU shall quote the Price in Appendix–II inclusive of all Taxes and Duties.
- Statutory variation in Taxes (CST, LST, GST, Withholding Tax, Service Tax etc.) and Duties, if any, within the Contractual Completion Period shall be borne by Jamia Millia Islamia University.

#### **15 CONTRACT AGREEMENT:**

The Contract Agreement will be made between the Jamia Millia Islamia University and the empanelled PSUs. JAMIA MILLIA ISLAMIA has all the rights reserved to make alterations in the conditions of payment of Consultancy Fee (if any) in the interest of the University with mutual consent of JMI & empanelled PSUs.

#### **16 COURT JURISDICTION**

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

#### **17 NOTICES:**

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

##### **If delivered to JAMIA MILLIA ISLAMIA:**

Attention: **Registrar**

Address: JAMIA MILLIA ISLAMIA JAMIA NAGAR NEW DELHI

Tel: 011-26981717 (Ext 1650, 1610,1605)

##### **If delivered to PSU:**

Attention:

Mr. Address: Tel:

Fax:

E-mail:

**APPENDIX-I**  
**LETTER OF TRANSMITTAL**

From:  
To,

**The Registrar,**  
JAMIA MILLIA ISLAMIA (A Central University)  
Jamia Nagar, New Delhi, Delhi 110025

Ref No.

Dated:

**SUBJECT:** SELECTION OF PSUs FOR CONSTRUCTION PROJECTS MANAGEMENT, SUPERVISION AND FOR EXECUTION OF CONSTRUCTION PROJECTS IN THE JAMIA MILLIA ISLAMIA CAMPUS

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

1. I/We hereby certify that I/We have read all the Terms and Conditions laid down in this EOI and are acceptable to me/us.
2. I/We hereby certify that all the statements made and information supplied in the enclosed *Appendix-I* (Forms `A' toll) accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
4. I/We also authorize Jamia Millia Islamia University or its representatives to approach Individuals, Employers and Firms to verify our competence and general reputation.
5. 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:

Sl. No.	Name of work	Certified by/From

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

1.	NAME & Address of the bidder's Branch office with Telephone No. Fax No./ Email ID ( Within 200 KM radius of JAMIA MILLIA ISLAMIA UNIVERSITY)	
2.	A) Year of Establishment B) Date & Year of commencement of practice	
3.	Legal status of the bidder (attach copied of original document/s defining the Legal Status)	
4.	Names of Directors & Other Executives with Designation	
5.	Designation of individuals Authorized to act for the organization.	
6.	<b><u>Details Of Personnel</u></b>	
i	Graduate Engineers 1) Civil 2) Electrical 3) Architect	
ii	Supporting staff (Technical)	
	<b>Total</b>	

**APPENDIX-I**

**FORM – ‘ C’**

Details of PMC WORKS OF THE PSU ASSIGNMENT COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH MARCH 2022

S.NO	Description	1	2	3	4	5	6	7
1.	Name of Work / Project and location							
2.	Name & Address of Employer / organization, Telephone No. of officer to whom reference may be made.							
3.	Cost of Work in Rs. Lakh (Attach copy of Performance Certificate)							
4.	Date of commencement as per Contract							
5.	Stipulated date of completion							
6.	Actual date of completion							
7.	Litigation / Arbitration pending / in progress with details*							
8.	No. of years in the relevant operational area							
9.	Names of Project In Charge & Key staff & Nos. of staff involves.							
10	Navratna and above (Enclosed Certificate)							
11.	Experience of Green Building ( Enclosed Certificate)							

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

**APPENDIX - I**

**FORM — 'D-I'**

**LIST OF WORKS EXECUTED WITH GRIHA-CERTIFICATION IN LAST SEVEN YEARS.**

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

**APPENDIX-I**

**FORM — 'D-II'**

**FINANCIAL INFORMATION**

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

<b>Particulars</b>	<b>Financial Year</b>				
	<i>2017-18</i>	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>
i. Gross Annual turnover (In Lakhs)					
ii. Profit / Loss					
iii. Certified by					

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

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

**APPENDIX — II**

**FORM — 'C'**

**DETAILS OF TECHNICAL PERSONNEL  
TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL BY THE  
JAMIA MILLIA ISLAMIA**

Format of Curriculum Vitae (CV) of Key Technical Personnel's (Senior Technical Personnel such as Project Manager, Senior Engineer, Safety, Labour Officer & Others). (This form is to be furnished by the PMC, furnish separately for each)

Name of firm: .....

Professional: .....

Date of Birth: .....

Years with Firm: .....

Nationality: .....

Detailed Task Assigned: .....

Key Qualification: .....

Give an outline of Staff Member's Experience and Training relevant to responsibility in context of Assignment. Describe degree of responsibility held by the Staff Member on relevant previous Assignment and give Dates and Location. Use up to half a page.]

Education:

[Summarize College/ University and other Specialized Education of Staff Member, giving Names of Schools, Dates attended and Degree(s) obtained. Use up to a quarter page.]

Employment Record:

[Starting with present position, list in reverse order every Employment held. List all positions held by Staff Member since Graduation, giving Dates, Name(s) of Employing Organization(s), Title of Positions held and Location of Assignments. For experience in the last ten years, also give type of activities performed and Client references, where appropriate. Use up to three quarter of a page.] Working Knowledge of the Central Govt. Procedures Name of the Central Govt. Project executed indicating the Dept. and the Address, Telephone No., Email ID for reference, GRIHA-Certification, Name of the Project.

Languages:

[Indicate proficiency in speaking, reading and writing of English Language: excellent, good, fair, or poor.]

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these Bio-data correctly describe my Qualifications, my experience and myself.



**APPENDIX — II**

**FORM –‘C-1’**

**TO BE GIVEN AFTER THE AWARD OF CONTRACT FOR APPROVAL BY THE  
JAMIA MILLIA ISLAMIA**

**LIST OF DOCUMENTS MAINTAINED AT SITE**

Sl. No	Name of Document	Details of document maintained
A	LABOUR	
1)		
2)		
B)	MATERIAL	
1)		
2)		
C)	STAGE PASSING	
1)		
2)		
D)	OTHERS	
1		
2		

Note: Format is indicative. Details of the Documents maintained at Site w.r.t CVC to be Indicated.

**APPENDIX — II**

**FORM — 'D'**

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

Sl. No.	Description	1	2	3
1.	Name of work / Project and Location			
2.	Name & Address of Employer / Organization, Telephone No. of officer to whom reference may be made.			
3.	Cost of work in Rs. Lakh (Attach copy of Work Order)			
4.	Date of commencement as per Contract			
5.	Stipulated date of completion			
6.	Actual date of completion			
7.	Status of work in % as on March 2022			
8.	Litigation / Arbitration pending / in progress with details *			
9.	Service rendered			
10.	Names of Project In charge & Key staff & nos. of staff involves.			
11.	Any other information			

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

**APPENDIX — II**

**FORM — 'F'**

**PERFORMANCE REPORT OF WORKS IN LAST SEVEN YEARS**

**(To be issued by the Employer/ Client)**

1	Name of Work/Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Bided Cost	
5	Date of start	
6	Date of Completion	
	i. Stipulated date of completion	
	ii. Actual date of completion	
7	Amount of compensation levied for delayed completion, if any	
8	Amount of reduced rate items, if any	
9	Performance Report	
	i. Quality of work	Excellent / Very Good / Good / Fair / Poor
	ii. Financial soundness	Excellent / Very Good / Good / Fair / Poor
	iii. Technical Proficiency	Excellent / Very Good / Good / Fair / Poor
	iv. Resourcefulness	Excellent / Very Good / Good / Fair / Poor
	v. General Approach & Behavior	Excellent / Very Good / Good / Fair / Poor

Dated:

**Signature & Seal of  
Executive Engineer or Equivalent**

**APPENDIX-II**  
**FINANCIAL BID SHEET**

**Name of Work: - Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning, etc. under EPC Contract Mode as per scope of work for various buildings at JMI, NEW DELHI as listed in this EOI document including technical support during defect liability period**

<b>S. No.</b>	<b>Description of Item</b>	<b>Service Charges in % terms of Project cost which is 'X' initially, 'Y' on award and 'Z' on completion of project as defined in Clause 6 of the EOI</b>	<b>Remarks, if any</b>
1	Complete Planning, Design, Execution / Construction of Buildings and its services including Furniture and fixtures, IT (Networking), Commissioning, etc. under EPC Contract Mode as per scope of work for various buildings at JMI, NEW DELHI as listed in this EOI document including technical support during defect liability period.		

(Note: Service Charges should be quoted as net & inclusive of all overhead costs excluding GST. GST applicable be mentioned separately in Remarks. The amount be quoted in both words & figures).

PMC shall execute the work on "Deposit work basis" on behalf of Owner.

Signature with Seal of Bidder

**APPENDIX-III**  
**Credentials for Key Personnel of the PSU**

**Appendix - IV**  
**Form of Power of Attorney**  
**(On Rs.100 Stamp Paper)**

Know All Men by these presents that I,..... , (Name and Designation of the person to whom Power of Attorney is given)..... as the true & lawful attorney (hereinafter referred to as the "Attorney") of the Company and in the name of the Company to exercise all or the powers for and on its behalf in connection with the EOI Notice No.:-----

Dated which have been invited by the JAMIA MILLIA ISLAMIA UNIVERSITY,  
*Jamia Millia Islamia and to undertake the following acts:-*

- (i) To submit the proposal and participate in the EOI, published by Jamia Millia Islamia UNIVERSITY on behalf of the company.
- (ii) To authorize any other Individual, or a nominated User to submit a Bid, and subsequently negotiate and signed the Contract with any entity, agency or *Jamia Millia Islamia UNIVERSITY (wherein after referred to as Owner)* for which Tenders are floated.
- (iii) To negotiate with the Owner, the Terms and Conditions including price for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the Company.
- (iv) To receive, accept and execute the Contract for and on behalf of Company.
- (v) Do any other act or submit any Document related to the above.
- (vi) Handover the Site to the Authorities for execution and obtain Completion Certificate (as applicable).
- (vii) To make estimation of the Work done from time to time (as applicable).
- (viii) To make Design and Drawing Measurement of the Work done from time to time (as applicable).
- (ix) To draw Bills in the name of the Company.
- (x) To receive the payment in favour of the Company against the aforesaid Bills from the Authorities concerned.
- (xi) To make Correspondence with the said Authorities.
- (xii) To carry out all the activities which the PSU has to perform for owner as per Agreement.
- (xiii) To appear and represent on behalf of the Company with all other Authorities such as State Government, Central Government, Electricity Board, Telephone Department, RTO Office, Income Tax, Sales Tax, Labour Departments and such other Departments connected to the Project and to carry on correspondence with the above, in respect of the Contract.
- (xiv) To submit any Bank Guarantee, Indemnities, Earnest Money Deposits, etc. As the Owner as may be required.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable, till submission of the Contract Performance Guarantee in terms of all the Contracts for which Tender is floated by Jamia Millia Islamia UNIVERSITY.). I, and the Company, hereby agree and undertake to ratify and confirm whatsoever the said

"Attorney/Authorized Representative" quotes in the Bid, negotiate and signs the Contract with the "Owner" and/or purports to act/s on behalf of the "Company" by virtue of this Power of Attorney and the same shall bind the Company as if done by itself.

IN WITNESS WHEREOF, I, \_\_\_\_\_(name and designation of the Highest Authority of PSU), have signed these presents on this day of \_\_\_\_\_

Witnesses:

1. Signatures Name

Designation

Occupation

2. Signatures Name

Designation

Occupation

**NOTE**

In the event of any dispute with respect to this Agreement which results in a Lawsuit, Arbitration or other Dispute Resolution, the UNIVERSITY SHALL NOT BE RESPONSIBLE AND IN NO WAY BE LIABLE TO PAY FOR DISPUTE BETWEEN THE PMC AND THE CONTRACTORS AND FOR THE LEGAL COST ALSO (Attorney's fees or other costs and expenses etc.) FOR ALL THE ABOVE DISPUTES SHALL BE BORNE EXCLUSIVELY BY THE PMC OR ITS CONTRACTORS AS PER THE AGREEMENT BETWEEN THEM AND NOT BY THE UNIVERSITY