



ENGINEERING & TECHNICAL DIVISION  
GOA UNIVERSITY  
TALEIGAO-GOA

REQUEST FOR PROPOSAL  
(RFP)

GU/9/2023-2024/ ENGG. & TECH DIV. / 148

Date: - 08/08/2023

Registrar, Goa University invites PROPOSALS/OFFERS from reputed Electrical consultant/Consultancy firms for Electrical & allied services for the works to be executed in the campus of Goa University, Taleigao Plateau, Goa.

The RFP is open to only the qualified Electrical consultants having a company, a partnership firm or a proprietor firm headed by a person having minimum degree in Electrical Engineering from a recognised University with a 20 years' site experience as a consultant or as an Electrical engineer OR retired Government Electrical Engineer of the rank of Executive Engineer and above. The RFP aims to appoint a reputed and experienced Electrical consultant/Consultancy firm for the comprehensive Electrical & allied services which include Electrical & LV, fire detection & fire fighting, HVAC, Audio-video systems, networking, lifts and advisory services to the University on maintenance & up keep of existing Electrical installation in Goa University

Electrical consultants/Consultancy firms wishing to obtain details of the RFP can download the RFP documents from the official website of Goa University ([www.unigoa.ac.in](http://www.unigoa.ac.in)) ,alternatively the documents can be obtained from the Engineering and Technical Division office of Goa University, Taleigao- plateau on the any working day during office hours.

The last date for submission of proposal with all supporting documents is 15/09/2023 up to 16.30 hours.

  
Prof. V.S. Nadkarni

REGISTRAR



## Request for Proposal

"Consultancy services for Electrical and Allied works" Goa University, Taleigao Plateau, Goa

Office:

Goa University, Taleigao Plateau, Goa-403 206

Tel. (0832) 8669609076

E-mail id: [registrar@unigoa.ac.in](mailto:registrar@unigoa.ac.in), [ue@unigoa.ac.in](mailto:ue@unigoa.ac.in)

[www.unigoa.ac.in](http://www.unigoa.ac.in)

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*S. Vaidya*  
25/08/23  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  
*[Signature]*

## SECTION 1: INTRODUCTION

### Goa University

The Goa University, a University established by the Goa University Act, 1984, represented herein by its Registrar, Prof. V.S. Nadkarni, major age, Indian National, having its office at Goa University, Taleigao Plateau, Goa 403 206.

### The Project

The work of preparing comprehensive drawings, designs, specifications, estimates, supervision till completion, quality checks for electrical and allied works including Electrical & LV, Fire Fighting, HVAC, Audio-video Systems, data, Lighting, elevators etc. for the existing, under renovation and new structures at Goa University.

*S. Nadkarni*  
02/08/23  
REGISTRAR  
Goa University  
Taleigao Plateau  
Goa 403 206  
*[Signature]*

## SECTION 2: REGULATIONS GOVERNING THE REQUEST FOR PROPOSAL

### Clause 1 - Purpose of the Request for Proposal

Request for Proposal (RFP) is invited by the Registrar, Goa University for providing comprehensive services for the work of preparing comprehensive drawings, designs, specifications, estimates, supervision till completion, quality checks for electrical and allied works including Electrical & LV, Fire Fighting, HVAC, Audio-video Systems, data, Lighting, elevators etc. for the existing, under renovation and new structures at Goa University.

- 1.1 This single stage RFP is open to only the qualified electrical consultants/ consultancy Firms. The mandatory requirements and minimum criteria for qualification are covered under Section 3 (Participation and Minimum Criteria).
- 1.2 The RFP aims to appoint a reputed and experienced Electrical consultant/Consultancy firms/Retired Engineer of the rank of Executive Engineer and above (Govt. of Goa) for Electrical & allied services for the work of preparing comprehensive drawings, designs, specifications, estimates, supervision till completion, quality checks for electrical and allied works including Electrical & LV, Fire Fighting, HVAC, Audio-video Systems, data, Lighting, elevators etc. for the existing, under renovation and new structures at Goa University

### Clause 2 - Client and Contact Information

- 2.1 The RFP is being issued by the Client, namely, the Goa University having its office on the Taleigao
- 2.2 All correspondence/ communications concerning the RFP will be entertained only in the form of regular mail. E-mail can be sent at [ue@unigoa.ac.in](mailto:ue@unigoa.ac.in), however a hard copy by regular post/hand delivery is also essential. All the communications will be in English. No oral communications will be entertained. The communications shall be sent at the address given below:

University Engineer,  
Engineering and Technical Division,  
Near SBI Goa University  
Taleigao Plateau  
Goa-403 206

Tel. (0832) 8669609076  
E-mail id: [ue@unigoa.ac.in](mailto:ue@unigoa.ac.in)

### Clause 3 - Time Schedule for the RFP and related issues

#### 3.1 RFP Time Schedule

Press Advertisement - by 10<sup>th</sup> August 2023

Downloading/ Collecting the RFP Document-- 10<sup>th</sup> August 2023 to 31<sup>st</sup> August 2023

Last date for receiving queries relating to the RFP – 7th September 2023

Last date by which each query will be answered

-8<sup>th</sup> September 2023

Last date for Submission of RFP

-15<sup>th</sup> September 2023 by 16.30 hours

### 3.2 Request for RFP Document/ Information

Electrical consultant/Consultancy firms/Retired Electrical Engineer (Government of Goa) of the rank of Executive Engineer and above wishing to obtain details of the RFP and to participate in the qualification process can download the RFP document from the official web site of the Goa University given below:

[www.unigoa.ac.in](http://www.unigoa.ac.in)

Alternatively, the document can be obtained as a hard copy from the office of Goa University at the address given above under clause 2.2.

### 3.3 Submission of RFP

The Request for Proposal (RFP) shall be submitted in two parts.

**Part I** will include duly filled, signed and sealed Form A and Annexure I. Part I shall be sealed in a separate envelope and super scribed "**Part – I: Details of professional fees**".

**Part – II** pertaining to the Experience and Selection for qualification should be submitted as a hard copy, bound and in a single volume of A-4 size and should be sealed in a separate envelope which is super scribed "**Part – II: Details of participation and minimum criteria**".

Both envelopes should then be sealed in a single packet and submitted at the office of

University Engineer,  
Engineering and Technical Division,  
Near SBI Goa University  
Goa University,  
Taleigao Plateau,  
Goa-403 206

on or before 15<sup>th</sup> September 2023. The single sealed packet shall be super scribed "**Request for Proposal – Consultancy Services for Electrical and Allied Works**" and addressed to The University Engineer, Goa University.

### 3.4 Modes of Submission

The interested participants are requested to hand deliver the RFP at the office of the Goa University on or before 16.30 hrs on the 15<sup>th</sup> September 2023. Those who wish to send the RFPs through Courier or Registered Post must ensure that the delivery is effected on or before the time and date given hereinabove. RFP documents received after the time and date specified will stand rejected. **RFP cannot be sent by E-mail or any electronic transfer.**

## Clause 4 - Rights of the Client

The Client, Goa University, reserves the right to accept or reject any or all the RFP applications received without assigning any reasons thereof.

**Clause 5:**

Goa University will appoint the most qualified Consultant / Consultancy firm based on their experience and capabilities.

*Shadua*  
2/08  
REGISTRAR  
Goa University  
Taleigao Plateau  
Goa 403 206  
*ful*

### SECTION 3: PARTICIPATION AND MINIMUM CRITERIA

#### Participation

The participation in the RFP for qualification is open to the following, subject to their fulfilling the minimum criteria set forth below.

1. Consultants:

Proprietary firms running the practice of Electrical and Allied Services Consultancy as a profession with the proprietor having degree in Electrical Engineering from recognized University.

2. Consultancy Firm:

Partnership firms running the practice of Electrical and Allied Services consultancy as a profession with senior most partner having degree in electrical engineering from a recognized University.

3. Retired Electrical Engineer (Government of Goa) of the rank of Executive Engineer and above.

#### Minimum Criteria

The minimum criteria for being considered for qualification are set forth below:

1. Valid registration with the State or national bodies (e.g. Institute of Engineers) of the Proprietor or senior most Partner in a partnership firm.
2. The practice of the Proprietor or Partnership Firm should be at least **twenty years** old as on 31<sup>st</sup> July 2023.
3. Proprietor/Proprietary firm /Retired electrical Engineer should have office in Goa.
4. The Consultant or Consultancy Firm or retired electrical Engineer should have, as Lead Consultant, carried out the following works within the **last TWENTY years**:
  - a. Design and completion of Electrical and Allied services works or component of work in Institutional projects (Government/Semi- Government) costing not less than Rupees 50 lakhs.
  - b. Design and completion of Electrical and Allied services works or component of work in non-Institutional projects each costing not less than Rupees 50 lakhs.
  - c. Design and completion of at least 1 project pertaining to electrical substation/ underground cable work.
5. The Consultant or Consultancy Firm or Retired Electrical Engineer should have average turnover of not less than Rs. 10.00 Lakhs as Professional Fee in the last FIVE years ending F.Y 2021-22.

6. The Consultant or Consultancy Firm or Retired Engineer should have a valid GST registration number and PAN card.

The minimum criteria sought above shall be provided in the form of the following self-attested documents:

1. Valid registration with the State or National Bodies (e.g. Institute of Engineers, etc) .
2. Registration of practice (in the case of a Partnership Firm) confirming existence of the firm for at least twenty years.
3. Proof of practice as a consultant for last 20 years (In case of proprietary firms).
4. Proof of service with Government of Goa as an Executive Engineer (electrical) or above (for Retired electrical engineers)
5. Certificate of successful completion of the projects issued by the client /architect.
6. Documentary evidence of the existence of an office in Goa.
7. Income Tax Returns with profit and loss statement/ certificate issued by a Chartered Accountant with the confirmation of the turnover of the last five i.e. Financial Years 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022.
8. GST registration certificate and PAN card.

The above mentioned documents pertaining to **minimum and additional criteria (refer FORM-H)** shall be sealed in separate cover and super scribed "**Part – II: Details of Participation and Minimum& additional Criteria**".

  
REGISTRAR  
Goa University  
Taleigao Plateau  
Goa 403 206  




#### SECTION 4: QUALIFICATION REQUIREMENT & FORMAT FOR EVALUATION

Goa University will appoint the most qualified Consultant/Consultancy Firm based on their experience and capabilities and receiving the highest score. In this Section the participants are expected to provide details against each of the selection requirements which will then be evaluated through a scoring format(FORM H). **Goa University will determine the scores to be assigned to each criteria.**

The evaluation of selection requirements will be carried out only for those who fulfil the minimum criteria laid down in **FORM 'H'**below.

  
07/10/20  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


## SECTION 5: FORMS& ANNEXURE

### Forms A to F

The Consultant/ Consultancy Firm shall accurately provide and submit the details sought in the following form annexed hereto:

- a. Form A – Letter of Proposal
- b. Form B – Organisational Structure & Overview
- c. Form D – Details of all Electrical and Allied works – Completed
- d. Form E – Details of all Electrical and Allied works – Ongoing
- e. Form F- Affidavit
- f. Form G – Financial information
- g. Form H – Point system for selection

  
20/08  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


## FORM – A

(On the letterhead of the Consultant/ Consultancy Firm)

### LETTER OF PROPOSAL

Date:

[Redacted]  
[Redacted]  
Goa University  
[Redacted]  
[Redacted]  
[Redacted]

**Sub: Request for Proposal for “Consultancy services for Electrical and Allied works”, Goa University, Taleigao Plateau, Goa**

Dear Sir,

1. With reference to your RFP document no. \_\_\_\_\_ dated \_\_\_\_ August 2023, I/ we, having examined the RFP Documents and understood their contents, hereby submit my/ our **Proposal for Consultancy services for Electrical and Allied works Goa University, Taleigao Plateau, Goa.**
2. I/We acknowledge an unconditional acceptance of the RFP and its annexures.
3. All information provided in the **Proposal** (including in the accompanying Forms) is true and correct.
4. I/ We shall make available to Goa University any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/ We certify that in the last twentyyears, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor have I/ we been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that we are not a member of any other firm submitting a Proposal for this Project.
7. I/ We further certify that in regard to matters relating to integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/ any of our Partners.
8. I/ We further certify that no investigation by a regulatory authority is pending either against me/ any of our Partners.
9. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, I/ we are attracted by the provisions of disqualification in terms of the referred to above, I/ we shall intimate Goa University of the same immediately.

  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 005

10. In the event of my/ our being declared as the selected Applicant, I/ we will enter into an Agreement with Goa University based on the terms and conditions defined within the Request for Proposal.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Seal of Applicant:

  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


**FORM- B****ORGANISATIONAL STRUCTURE & OVERVIEW:**

1.	Name & Address of the applicant with Telephone No./Fax No./ Email ID	
2.	a. Year of Establishment b. Date & Year of commencement of practice	
3.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a. Proprietary firm	
	b. Partnership firm	
4.	Names of Proprietor/ Partners	
5.	Name, designation & mobile phone number of individuals authorised to act for the Electrical consultant/ Consultancy Firm	
6.	Total no. Of technical personnel (In house): a. Engineers: b. Draftsmen:	
7.	Any other information considered necessary but not included above	
8.	Has the applicant or any Partner (in case of partnership firm) ever litigated/entered into arbitration with their client/s? If so, give name of the project, client and reasons for litigation/arbitration.	
9.	Has the applicant or any Partner (in case of Partnership firm), ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment	
10.	Has the applicant or any Partner (in case of Partnership firm), ever been blacklisted/ debarred for competing in any organisation at anytime? If so, give details	

11.	Has the applicant or any Partner (in case of Partnership firm), ever been convicted by a court of law? If so give details	
12.	In which field of Consultancy, the applicant has specialisation	
13.	Address of office in Goa  Name, designation & mobile phone number of contact person	
14.	List of ongoing projects (Electrical work)	
15.	List of Special accolades received from Government/ competent bodies	
16.	Particulars of registration with various Government bodies (attach attested photocopy) if any  a. Organisation b. Place of registration c. Registration no.	
17.	Firms Profile (copy to be attached)	

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

*S. Radual*  
20/04/23  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  
*[Signature]*

FORM – C

DETAILS OF IN HOUSE/ ASSOCIATE CONSULTANTS AVAILABLE WITH THE FIRM FOR SERVICES

Sr. No.	Nature of Service	Availability of In House Service (Strike out whichever is not available)	Availability of Associate Consultants for Services (Strike out whichever is not available)
1.	HVAC	Yes / No	Yes / No
2.	Fire Fighting Engineering.	Yes / No	Yes / No
3.	Laboratory Gas pipelines etc	Yes / No	Yes / No
4.	Audio-Visual Systems	Yes / No	Yes / No
5.	Lighting	Yes / No	Yes / No
6.	Networking	Yes/ No	Yes / No
7.	Elevators	Yes/No	Yes /No

Note: A letter of association shall be provided for each Associate Consultants for services.

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

  
07/08  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


**FORM - D**

**DETAILS OF ALL ELECTRICAL AND ALLIED WORKS – COMPLETED IN LAST TWENTY YEARS ENDING JULY 2023**

Sr. No.	Description	1	2	3
1.	Name of work/ project and location			
2.	Name & address of the client			
3.	Actual date of completion			
4.	Nature of the work			
5.	Completion Cost			
6.	Litigation/ arbitration with details*			
7.	Name and telephone number of an officer with whom any inquiry may be made.			
8.	Remarks/ Additional Details			

**Note:**

- \*Indicate gross amount claimed and amount awarded by the Arbitrator .*
- Additional sheets/columns shall be added for additional projects.*
- Additional sheets/ annexure may be added for additional information submitted.*

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:



**FORM - E****DETAILS OF ALL ELECTRICAL AND ALLIED WORKS – ONGOING**

Sr. No.	Description	1	2	3
1.	Name of work/ project and location			
2.	Name & address of the client			
3.	Date of commencement of consultancy services			
4.	Estimated Cost			
5.	Nature of work			
6.	Litigation/ arbitration with details*			
7.	Name and telephone number of an officer with whom any inquiry may be made.			
8.	Remarks/ Additional Details			

*Note:*

- d. \*Indicate gross amount claimed and amount awarded by the Arbitrator.*
- e. Additional sheets/columns shall be added for additional projects.*
- f. Additional sheets/ annexure may be added for additional information submitted.*

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant

**FORM - F**

**AFFIDAVIT**

**(ON A NON JUDICIAL STAMP PAPER OF RS. 100 OR MORE)**

I, ..... s/o .....  
Proprietor/ Partner of M/s..... having its registered office at  
..... do hereby solemnly affirm and declare as  
follows:

1. That I am/ have been authorised to execute this affidavit on behalf of the firm.
2. That I/ our firm, during the last twenty years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial authority or a judicial pronouncement or arbitration award against me/ our firm, nor have I/ our firm been expelled from any project or contract by any public authority/ private client nor have had any contract terminated by any public authority/ private client for breach of our part.
3. That I/ our firm, during the last twenty years, has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us.
4. That I have truthfully provided details in this proposal of my/ our firm in respect of:
  - a. Litigation/ entering into arbitration;
  - b. Being black listed/ debarred from participation; &
  - c. Abandoned project.

That the statements made in paragraph 1 to 4 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act/ laws in force.

Solemnly affirmed by the said ..... at ..... on this the  
..... day of ..... 2023.

Deponent:

Identified by me:

  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


**FORM - G****FINANCIAL INFORMATION**

Details to be furnished duly supported by figures in the Balance Sheet/ Profit and Loss Statement for the specified years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached):

Particulars	Financial Year				
	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Gross Annual turnover on Consultancy Fees (In Rs. lakhs, excluding Service Tax/ GST)					

Signature of the Authorised signatory:

Name and designation of the of the Authorised signatory:

Seal of Applicant:

  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206  


**FORM – H (POINT SYSTEM FOR SELECTION)**

Sr. No	Minimum Criteria	Marks			Max. Marks
	The minimum criteria for being considered for qualification are set forth below:				100
1	The practice of the Proprietor or Partnership Firm, retired electrical engineer ( service as Engineer and above) (Government of Goa) should be at least twenty years old as on 31 <sup>st</sup> July 2023.				
	No. of years	20 to 24.99	25 to 29.99	30 or more	
	Marks assigned	2	4	8	8
2	The electrical consultant/consultancy Firm should have, as Lead Consultant, carried out the following works within the last twenty years:				
a	Design and completion of Electrical and Allied services works or component of work in Institutional projects (Government/Semi-Government) costing not less than Rupees 50 lakhs.				
	No. of projects	1	2	3 or more	
	Marks assigned	4	8	12	12
b	Design and completion of Electrical and Allied services works or component of work in non-Institutional projects each costing not less than Rupees 50 lakhs				
	No. of projects	1	2	3 or more	
	Marks assigned	4	8	12	12

*Radhakrishnan*  
27/08/2023

c	Design and completion of at least 1 project pertaining to electrical substation/ underground cable work.				
	No. of projects	1 to 3	4 to 6	6 or more	
	Marks assigned	4	8	12	12
3	The electrical consultant/ consultancy Firm should have averageturnover of not less than Rs. 10.00 Lakhs as Professional Fee in the last five years ending F.Y 2021-22.				
	Average turnover	10 to 14.99	15 to 19.99	20 or more	
	Marks assigned	2	4	6	6
	<b>Additional Criteria</b>				
1	Designed and completed work of providing lifts.				
	No. of projects	1	2	3 or more	
	Marks assigned	2	4	6	6
2	Designed and completed HVAC work.				
	No. of projects	1	2	3 or more	
	Marks assigned	2	4	6	6
3	Number of ongoing institutional/ non-institutional projects.				
	No. of ongoing projects	1 to 3	4 to 6	7 or more	
	Marks assigned	5	8	13	13
4	Special accolades received from Government/ competent bodies				
	No. of competitions won	1 to 2	3 to 4	5 & above	
	Marks assigned				

		5	8	13	13
5	Strength of technical personnel working with the consultant/ consultancy Firm.				
	Total strength	1 to 2	3 to 4	5 & above	
	Marks assigned	5	8	12	12
6	Details of	1	2	3 or more	No instance
a	Litigation between the Electrical consultant/ Consultancy Firm and their Clients within the last twenty years.	-2	-4	-8	-
b	Electrical consultant/ Consultancy Firm being Black Listed by their Clients within the last twenty years.	-2	-4	-8	-
c	Projects abandoned by the Electrical consultant/ Consultancy Firm within the last twenty years.	-2	-4	-8	-

  
**REGISTRAR**  
 Goa University  
 Taleigao Plateau  
 Goa 403 206  


## ANNEXURE- I

### CONSULTANCY OFFER FOR THE PROJECTS

Name of the work: .....OFFER OF CONSULTANCY FOR ELECTRICAL & ALLIED WORKS

The split up of fees for various services shall be as follows:

[The fees to be quoted exclusive of all taxes.]

#### A) Advisory services

1.	Advisory services to the University for maintenance and up keep of existing Electrical installations	Lump sum per annum	
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#### B) Consultancy services

Sr. No.	Services	UNIT (in %)	CONSULTANCY FEES
1.	Consultancy for Electrical and Allied works (for complete design, estimate, working drawings, supervision and certification of work.)	% of cost of work	
2.	Consultancy for Electrical and allied works (If design, estimate and working drawings are prepared by the architects/ other agencies)	% of cost of work	
2.	Consultancy for Fire Detection & Fire Fighting, air conditioning and other allied works. (for complete design, estimate, working drawings, supervision and certification of work.)	% of cost of relevant component of work	

Place:

Date:

Signature of the Consultant/Authorised Person\*

Seal:

Name

Address

\* Proof of Authority/Power of Attorney to act and sign on behalf of the firm shall be furnished.

## ANNEXURE-II

Terms and conditions pertaining to the appointment of the Consultant/  
Consultancy Firm shall be as defined hereto:

### ELECTRICAL CONSULTANCY SERVICES CONTRACT

This agreement made on this ..... day of .....Two Thousand  
..... between

**Prof.V.S. Nadkarni, REGISTRAR, GOA UNIVERSITY**, major of age, Indian National and having office at Goa University, Taleigao Plateau, Goa (Hereinafter referred to as Employer) which expression unless excluded by or repugnant to the context shall include their successor and assignees of one part and....., having their Registered Office at ....., (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.)

Whereas the employer is desirous of undertaking "Electrical Consultancy Services" for the GOA UNIVERSITY in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

#### TERMS AND CONDITIONS OF AGREEMENT

##### DEFINITIONS:

- 1.0** For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context Otherwise requires:-
- i) "Approved" means approved by Employer or his representative in writing including subsequent confirmation of previous approval.
  - ii) "Employer" means the REGISTRAR, GOA UNIVERSITY which expression shall unless exclude by or repugnant to the context include employer's representative.

*S. Nadkarni*  
as for  
**REGISTRAR**  
Goa University  
Taleigao Plateau  
Goa 403 206



- iii) "Employer's representative" means UNIVERSITY ENGINEER or any person authorized by him as designated in-charge of work.
  - iv) "Consultant" means the agency quoting for the consultancy job.
  - v) The eligible consultant shall be a company, Partnership firm or a proprietary firm headed by a person having minimum degree in Electrical Engineering from recognised University and with at least 20 years of site experience as a consultant or as an electrical engineer.
- OR** Retired Government electrical engineer of the rank of Executive Engineer & above (Government of Goa).

## **2.0 SCOPE OF WORK:-**

**2.1** The scope of work relates to "Consultancy services for electrical works executed by Goa University"

The services to be provided by the Consultant shall inter alia include the following:

- a) Visiting the site, discussion details and requirements with the Engineer-in-charge regarding location of the work etc. The integration between the existing and proposed services, if any, shall also be considered. The inputs regarding external services requirement for E & M services like roads, external cable trench from electrical, communication supply authority, fire authority requirement etc shall be extended to the consultants.
- b) Consultant shall prepare the estimates, designs and drawings of electrical works as and when referred by the University. The detailed design calculation for sizing of Transformer, D.G set, UPS, Heat load calculation, sizing of High side HVAC equipment (chiller, cooling tower, pumps, AHUs etc), Fire alarm & fire fighting system, ELV, lighting considering lux levels shall be submitted by the consultants. The design has to be in-line with relevant codes, standards and statutory requirements by various statutory bodies. Detailed technical specification for the equipments & systems not published by PWD shall be prepared as per the project requirement, relevant codes and standards. List of approved makes (minimum 3 nos.) shall be prepared considering model no. for multi variety products like light fixtures, modular switches, cables etc. The items in the PWD schedule of rates shall be considered in general for the preparation of BOQ. For the items

for which PWD schedule rates are not available, local market rates/MSR rates shall be considered. The rates for the items with local market rates shall be prepared with rate analysis and supporting quotations.

- c) Checking of estimates prepared by Junior Engineer (Electrical), as and when required by the University, with respect to quantity, specifications and rates. The items in the PWD schedule of rates shall be considered in general for the preparation of BOQ. For the items for which PWD schedule rates are not available, local market rates/MSR rates shall be considered. The rates for the items with local market rates shall be prepared with rate analysis and supporting quotations.
- d) Post opening of tenders, ascertaining reasonability of rates and submitting recommendation regarding finalization of tender with justification to the University Engineer.
- e) Inspection of work in progress as per requirement and certifying the quality of work, suggest changes/deviations/extra items if required with reasoning. Consultant will be required to make site visits to ascertain the quality and specifications of the work.
- f) Upon satisfactory completion of work, consultant will be required to submit work completion certificate to the University Engineer.
- g) Advising the University on maintenance and up keep of Sub stations, transformers, D.G sets, LT/HT panels, air-conditioning system, Fire alarm & fire fighting system, lighting requirements considering lux levels and any other matter related to electrical installations/works and any other works in the Goa University specifically referred to the consultant by the University.
- h) The Consultant may appoint sub-consultants, associates, supervisory staff with prior approval of the Registrar, Goa University to assist him in performance of his duties.

**Execution stage: -**

- a) Extend technical support in reviewing/approving technical submittals submitted by contractor, deviation/extra items as necessitated during execution.
- b) Inspection of work in progress as per requirement and certifying the quality of work, suggest changes/deviations/extra items if required with reasoning. Making site visits to assess the quality and adherence to specifications of work.

- c) Shall extend technical support till the completion of the work including making site visits as and when required and submit work completion certificate to the University Engineer.

### **3. PAYMENT OF REMUNERATION**

3.1. In consideration of the professional services rendered by the electrical consultant, he shall be paid professional fee at the rate of .....% (.....percent) of the cost of the project provided however, that the actual cost shall be restricted to 125% of the estimated cost put to tender.

3.2. The fees mentioned at clause 3 shall be deemed to be inclusive of fees payable by the Consultant to his any other sub-consultant and associates, needed to accomplish the job and nothing extra, whatsoever, shall be payable by the Employer.

3.3. Any tax levied by the law, such as service tax etc. Contingent to professional services rendered by the consultant, shall be payable by the University, over and above the gross fees charged by the consultant in relation to the services provided.

3.4 The split up of fees for various services rendered by the consultant shall be as follows:

[The fees shall be exclusive of all taxes.]

#### **a) Advisory services**

1.	Advisory services to the University for maintenance and up keep of existing Electrical installations	Lump sum per annum	Rs _____/-
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#### **b) Consultancy services**

<b>Sr. No.</b>	<b>Services</b>	<b>UNIT (In %)</b>	<b>CONSULTANCY FEES</b>
2.	Consultancy for Electrical and Allied works (for complete design, estimate, working drawings, supervision and certification of work.)	% of cost of work	
3.	Consultancy for Electrical and Allied works (If design, estimate and working drawings are prepared by the architects/ other agencies)	% of cost of work	
4.	Consultancy for Fire Detection & Fire Fighting, air conditioning and other allied works. (For complete design, estimate, working drawings, supervision and certification of work.)	% of cost of relevant component of work	

3.1.1. The cost of the following items shall not be included in the estimated cost for the purpose of working out consultant's fees: -

- a) Land cost including its development charges fees, service connect deposit payable to local and/or statutory bodies.
- b) Any other services fittings and fixtures, which are not designed and planned by the consultant.
- c) Cost of demolition of the existing buildings or its portion if any.
- d) Cost of supervisory staff and other establishment employed on work by the consultant.
- e) Escalation in the cost of work due to increase in rates of materials and labour, extra items, deviations etc. during and after the award of work.

#### **4. SCHEDULE OF PAYMENT**

**4.1 Payments Terms for consultancy of electrical works and Fire Detection & Fire Fighting, air conditioning and other allied works: -**

The consultant shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses agreed upon:

<b>ADVISORY SERVICES</b> On appointment/ signing of Agreement/ Acceptance offer	Lump sum amount per annum as per the quote.
<b>STAGE I</b> On scrutinizing and submission of BOQ estimate & specifications.	35 % of the total fees payable
<b>STAGE II: -</b> On awarding the work to contractor after scrutiny of tenders, reasonability of rates, recommendation regarding finalization of tender	70 % of the total fees payable less payment already made at stage I
<b>STAGE III: -</b> On rendering services specified under clause 2.0:-Execution stage.	100 % of the total fees payable less payment already made at stage I & II

4.1.1 The fees will be paid in instalments as specified above. On completion of the work of any stage the consultant shall submit his gross bill to the Employer in Triplicate. Admissible amounts, as assessed by the University Engineer, against invoice raised by consultant on completion of various stages of the work shall as far as possible be paid within 30<sup>th</sup> working day after the day of presentation of the invoice by the consultant to the Employer.

4.1.2 The fees for advisory services provided by the consultant [2.1 (g)] for upkeep and maintenance of existing electrical installations shall be paid annually on appointment/signing of agreement.

## **5. TIME SCHEDULE AND MILESTONES****CLAUSE 5: -**

### **5.1 Validity of the contract**

Contract shall be valid for a period of **THREE** years from the date of issue of the appointment order extendable by further period of 24 months at the discretion of the Registrar, Goa University and subject to the willingness of the consultant to execute the consultancy work on the same terms and conditions as that of the original contract during such extended period.

## **5.2Time Schedule**

5.1.1 The timelines for the project are as follows:

**Start date:**                      **Time from date of referring the proposal to the consultant**

**Completion:**                      **Date of issue of completion certificate by the consultant**

**5.3 Milestones:** The consultant shall deliver the following to the:

Work specified at 2.1 (a) &(b)	Within 30 days from the date of referring the proposal to consultant.
Scrutinizing and submission of BOQ estimate & specifications 2.1 (c).	Within 15 days from the date of referring the estimate to consultant.
Scrutiny of tenders, reasonability of rates, recommendation regarding finalization of tender 2.1(d)	Within 15 days from the date of referring the comparative statement to the consultant.
Completion of Project and submitting work completion certificate 2.1 (e) &(f)	On satisfactory completion of project in all respect.

## **6. EXTENSION OF TIME:**

6.1 The time allowed for performance of the works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract. The performance of the works shall commence from such time period as mentioned in the contract. The consultant shall be provided on demand, necessary required documents/information and certificates/undertaking by University. If the consultant commits default in commencing the performance of the work as aforesaid. Registrar Goa University Shall without prejudice to any other right or remedy available in law, be at liberty to rescind the contract with the consultant.

**6.2** Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay to the Registrar, Goa University as indicated in the contract. The consultant may also, if practicable, indicate in such a request the period for which extension is desired.

University Engineer after satisfying himself about the reasonableness of grounds, may then grant extension of time as in his opinion be justified and communicate the same in writing. The decision of University shall be final and binding in this regard. Whenever such extension of time is granted, it would be without prejudice to the rights of the employer to cover the liquidated damages from the Consultant. Any extension of time granted as stated above shall neither entitled the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

## **7. PERFORMANCE GUARANTEE**

The consultant will be required to furnish Bank guarantee from nationalized/scheduled bank by way of performance guarantee in prescribed Performa for due fulfilment of the Contract and shall submit after award of work and before signing of the Contract/Agreement. The performance Guarantee shall remain valid up to completion of the contract (THREE YEARS) plus 180 days and the same shall be released after six months from satisfactory completion of the consultancy contract.

**7.1** The Consultant will be required to furnish **Performance Guarantee** of Rs 50,000/- (Rupees fifty thousand only) in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in accordance with prescribed form.

**7.2** The performance guarantee shall be initially valid up to the stipulated date of consultancy work completion (THREE YEARS) plus 180 days beyond that. In case the time for completion of work gets enlarged the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time of completion of work. After recording of the completion certificate for the work by the University Engineer, the performance guarantee shall be returned to the consultant without any interest.

**7.3** University shall not make a claim under the performance guarantee except for amounts to which the University is entitled under the contract (not

withstanding and/or without prejudice to any other provision in the contract agreement) in the event of:

- (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above in which event the University may claim the full amount of the Performance Guarantee.
- (b) Failure by the consultant to pay the University any amount due, either as agreed by the consultant or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the University.

## **8. FORFEITURE OF PERFORMANCE GUARANTEE**

In case the consultant fails to complete the assigned consultancy work without prejudice to rights and remedies available under the contract shall forfeit and en cash the Performance Guarantee Amount and credit it to the University account.

In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant. The consultant forthwith, on demand from shall make good the deficit.

## **9. DETERMINATION AND RESCISSION OF AGREEMENT**

**9.1** Registrar, GoaUniversity without any prejudice to their right against the consultant in respect of any delay by notice in writing may absolutely determine the contract in any of the following conditions: -

i) If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which enable the court to appoint a receiver or a manager or which entitles the court to make up a winding order.

ii) If the Consultant commits breach of any of the terms of agreement.

iii) The Registrar, Goa University may also suspend all payments to the consultant if the consultant commits any breach of the agreement or shall fail to perform the services.



In all such cases, the Registrar, Goa University, shall serve a show-cause notice to the consultant and provide an opportunity to the consultant an opportunity to remedy such breach within 15 days from the date of the notice issued by him. Any liquidated damages for error/variation when submitting report/ consultancy advise/ recommendations/completion certificate etc by the consultant, if there is any negligence/ lack of due diligence the consequential damage thereof shall be quantified by the consultant to the Registrar, Goa University within 30 days from the receipt of the notice.

**9.2** When the consultant has made himself liable for action under any of the clauses aforesaid, the Registrar, Goa University shall have power.

a) To rescind the agreement and forfeit the Performance Guarantee submitted by the consultant absolutely.

b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done.

**9.3** In any case in which any of the powers conferred upon under this clause, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Consultant and the liability of the Consultant for compensation shall remain unaffected.

## **10. QUALITY ASSURANCE**

The Consultant shall ensure quality in his work. The documents and specifications prepared by the Consultant shall correspond to the best practices with respect to the required consultancy services.

## **11. ALTERNATIVE DISPUTE RESOLUTION MECHANISM**

In the event of a dispute or disagreement between the parties, with respect to the interpretation of any provision of this agreement or any statement of work, amounts due, performance by 'UNIVERSITY' or 'CONSULTANT' or any other matter covered by this agreement, each of the parties will try to resolve the dispute amicably within 30 days by appointing a designated officer to meet for the purpose (Alternative dispute resolution).

**12:** If the 'Electrical consultant/ Consultancy firm' and 'University' are unable to resolve such dispute pursuant to the Initial Dispute Resolution Procedure, the claim shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be held at Goa. An Arbitrator shall be appointed by the Vice Chancellor of the University with mutual consent and whose award shall be final and binding on both the parties of this agreement. The decision of the Vice-Chancellor shall be final and binding. Each party shall bear its own attorney's fees and costs related to the arbitration. All disputes and differences rising out of this agreement or in relation to this agreement shall be subject to the jurisdiction of the courts in Panaji-Goa.

### **13. OWNERSHIP OF THE DETAILS, DOCUMENTS, DRAWINGS**

All copyright and other proprietary right in the works shall vest and stand assigned to University and University shall consequently own absolutely and exclusively on a worldwide basis, the whole of property rights, rights title and interest including all copyright in the works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the works and all the above rights shall not lapse even if such rights are not exercised by Goa University during the terms of the copyright and the Consultant shall be required /obliged to execute any deeds/documents, as may be required or considered necessary, by to give effect to and secure the above mentioned rights of in the works. For the purpose of this clause, the term "Works" shall include all "Works" covered by the copyrights 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the Performance of the obligations of the Consultant in connection with the project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents, specifications and software without the prior written permission of University and any such act without the permission of University shall constitute violation of Intellectual property rights.

All these rights drawings shall become the property of University and University shall have the right to use the same anywhere else. In that event University shall pay a royalty to the Consultant on mutually acceptable basis. Such drawing and design shall not be issued to any other person or firm.

Signature of Consultant  
(Seal)

Witness: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

The above tender for the sum of Rupees \_\_\_\_\_ is hereby accepted by me the Registrar, Goa University on behalf of Goa University.

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20

For and on behalf of  
GOA UNIVERSITY

Signature & Seal

REGISTRAR

Place: Taleigao Plateau

Goa

Date: \_\_\_\_\_

  
REGISTRAR  
Goa University  
Taleigao Plateau  
Goa 403 206  
