



**Docotor Harisingh Gour Vishwavidyalaya, Sagar (M.P.)**  
(A Central University)

Eol No. R/IWD/2025/95

Sagar, Dated:- 10/05/2025

**INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST  
FOR PROPOSAL (RFP)**

DHSGVV invites EOI cum RFP in two bids system on QCBS mode from Central/State Public Sector Undertakings (PSUs)/State/Central Govt. Department eligible as per GFR, 2017 u/s 133(3) for **PMC of all New Sanctioned Infrastructure Project of DHSGVV for two years from the date of issue of LOI to the PSU or signing of MoU with PSU, whichever is later**, to be undertaken under EPC tender mode.

The PMC Agency shall be selected/Appointed based on Quality-cum-cost based selection system (QCBS) as per GFR 2017 and as defined in this document:

**IMPORTANT INSTRUCTIONS**

- 1) 'Owner'/University : Registrar, DHSGVV, Dist.- Sagar, Madhya Pradesh
- 2) Estimated Cost (Indicative of the complete Project) : **INR 434.77 Cr. (Approx)**
- 3) Completion Time : 24 months plus the duration of the work awarded in the stated duration of 24 months till the completion of the work whichever is later.
- 4) Cost of Tender Documents. (In Form of DD/NEFT/RTGS Payable to Registrar, DGSGU) : INR 20,000/-(Non-Refundable)
- 5) Earnest Money Deposit (in the form of DD/NEFT/RTGS/Bank Guarantee in favor of Registrar, DGSGU, Sagar) : INR 16.00 Lakhs (Eighteen Lakhs only)

**TIME SCHEDULE FOR VARIOUS TENDER RELATED EVENTS**

Date of Publishing	10.05.2025
Bid Document Download Start Date	10.05.2025
Clarification Start Date	10.05.2025
Bid Submission Start Date	10.05.2025
Date of Pre-Bid Meeting (if required)	16.05.2025
Bid Submission End Date (Online)	31.05.2025 upto 3:00 pm
Last date of receipt of hardcopy of Bid document by Speed Post/ Registered Post	09.06.2025
Technical Bid Opening Date and Time	10.06.2025 at 4:00 pm
Presentation of concept note	To be intimated later
Date of opening of Financial Bid	To be intimated later
E-mail address for communication	E-mail: <a href="mailto:registrar@dhgsu.edu.in">registrar@dhgsu.edu.in</a> <a href="mailto:aecivil@dhgsu.edu.in">aecivil@dhgsu.edu.in</a>

**DOCTOR HARISINGH GOUR VISHWAVIDYALAYA, SAGAR (M.P.)****(A CENTRAL UNIVERSITY)****Notice Inviting Expression of Interest (Eoi)****Eoi No. R/IWD/2025/95****Sagar, Dated:- 10/05/2025**

**Name of Work:** Expression of Interest (Eoi) is invited from Central/State Public Sector Undertakings (PSUs)/State/Central Govt. Department under rule 133(3) of GFR 2017 for appointment of Project Management Consultant (PMC) for (i) Construction of Building for Institute of Engineering and Technology, (ii) Construction of Integrated Building for Hotel Management and Catering, Institute of Hospitality & Tourism Management and for Faculty of Management Studies and Commerce, (iii) Construction of Girls hostel 1000 Seater, (iv) Construction of Boys Hostel 1000 Seater, (v) Construction of Health Centre, (vi) Construction of Exam cum Computer Lab/IT Cell/Online Centre, (vii) Construction of Multipurpose Convention Centre at Doctor Harisingh Gour Vishwavidyalaya, Sagar. Details can be downloaded from the websites [www.dhgsu.edu.in](http://www.dhgsu.edu.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).

**Registrar (Offg.)**

**PROPOSAL SUBMISSION INFORMATION**

- 1) **'Owner'**/University reserve the right to accept or reject any or all proposals and cancel the tender without assigning any reason thereof.
- 2) Bid for PMC, the RFP supported by prescribed annexure shall be submitted online only. Hard copy of the documents shall be submitted to the University within 07 days from last date of bid submission.
- 3) Bidders are advised to keep visiting the DHSGVV website from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the bidder of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete bid may be liable for rejection.
- 4) All events will be as per the timeline given in the schedule. All queries by the bidders shall be submitted to the Registrar, DHSGVV Sagar in the given due date or by email [registrar@dhsgsu.edu.in](mailto:registrar@dhsgsu.edu.in) or [aecivil@dhsgsu.edu.in](mailto:aecivil@dhsgsu.edu.in).
- 5) **Authorized Signatory:** Any Regular Officer of the bidding organization who is authorized by the competent authority viz C.M.D/ head of organization. The original signed copy of authorization letter must be attached with the bid.
- 6) The bidding process shall consist of Two Bid System. The bid must be submitted in two parts comprising:
  - Part-I: Technical Bid & Part-II: Financial/Commercial/Price Bid (all have same meaning).
  - The Part-I (Technical bid) should contain the EMD, Technical details of the organization required as per the RFP document, financial information along with other desired information/certificate as per the Annexure of this proposal document.
  - The Part-II (Financial Bid) shall only contain the price offered in the Bid format provided in the document.
  - Both the Bids should be submitted through online on e-Procurement CPP portal at "Technical Bid" or "Financial Bid" for their proper identification, **"RFP for PMC of all New Sanctioned Infrastructure Project of DHSGVV for two years"**.
  - The Part-I (Technical Bid) will be opened on the date of the tender opening and the Part - II (Financial Bid) after evaluation of Part-I and completion of the presentation. The Part-II (Financial Bid) of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.

**EXPRESSION OF INTEREST (EOI) cum REQUEST FOR PROPOSAL (RFP)****FOR****PMC OF ALL NEW SANCTIONED INFRASTRUCTURE PROJECT OF  
DHSGVV FOR TWO YEARS****INFORMATION TO BIDDERS (ITB)**

- 1) **DHSGVV, Sagar, MP** is willing to engage the Project Management Consultant (PMC) from amongst Central/State Public Sector Undertakings (PSUs)/State /Central Govt Department eligible as per GFR, 2017 u/s 133(3) for **PMC of all New Sanctioned Infrastructure Project of DHSGVV for two years** under **EPC Mode**. The University will select the PMC agency on the basis of Quality-cum-cost based selection system (QCBS) as per GFR 2017.

**2) DEFINITIONS:**

Unless context or consistency demands, the following terms shall have the meaning assigned to them as given below. However, in case of any doubt arises the decision of the University shall be final and binding on all the parties.

**“Owner’/ University’** shall mean **DHSGVV, SAGAR** and shall include their legal representative, successor and permitted assigns.

**‘PMC’** shall mean the agency (Central/State Public Sector Undertakings (PSUs)/State /Central Govt. Department eligible as per GFR, 2017 u/s 133(3) engaged by the University as the Project Management Consultant and shall be fully responsible for the Construction, development and all other works assigned by the University .

**"Authorized Representative"** shall mean the representative of Project Management Consultant (PMC).

**“Projects”** shall mean all **PMC of all New Sanctioned Infrastructure Project of DHSGVV for two years**.

**“Services”** shall mean the Comprehensive Design & Engineering, Project Management Consultancy services to be rendered by the PMC as mentioned in this document and assigned by the University from time to time to make the campus fully functional.

**“Contractor”** means the contractor or contractors or suppliers or agencies employed by the Executing Agency (PMC) for the works or any connected works/Services, including the Executing Agency itself in case any work is done directly by the Executing Agency.

**“Completion”** means when the Building(s), amenities, utilities, repair, etc. communicated from time to time are complete in all respects as communicated and desired by DHSGVV i.e. ready to occupy and are actually handed over to the **‘Owner’**.

**“CTE”** means Chief Technical Examiner.

**“CVC”** means Central Vigilance Commission, Government of India.

**“CAG”** means Comptroller and Auditor General, Government of India.

**“EPC”** means Engineering, procurement and Construction mode.

**“DHSGVV”** means Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.).

**“HEFA”** means Higher Education Financing Agency.

**“MoE”** means Ministry of Education.

**“Applicant/Bidder/Tenderer”** can be used interchangeably and shall have the same meaning. Similarly, Tender/Bid also shall have the same meaning.

### 3) ELIGIBILITY CRITERIA:

As per clause 7.1 of this document.

### 4) THE BROAD SCOPE OF THE WORKS/PROJECT DESCRIPTION SHALL BE:

1. Preparation of estimates, drawings, technical specifications and tender documents for execution of various new & major and minor works of the University based on EPC mode only for value above within the budgetary provisions of the University.
2. Tendering of various major and minor works on behalf of the University and appointment of suitable executing agencies through relevant Department procurement processes as per CVC guidelines.
3. Execution of works related to repair and maintenance of various buildings of the University including operation of Annual Maintenance Contracts for the same. All procurement related activities related to the same needs to be executed by the PMC appointed.
4. Interior design of completed buildings and execution of work through agencies appointed by suitable procurement process.
5. Preparation of DPR for future works of the University campus project complete in all respects based on requirements of the University and/or in accordance with the existing master plan or as per the requirement of the Ministry.
6. Correspondence with the Ministry and other concerned authorities for details relating to the works which are being executed or can be executed through the PSU.
7. Preparation of other correspondences including audit replies, RTIs etc. relating to the works which are being executed or can be executed through the PSU.
8. Preparation of necessary reports and proposals to be submitted to other agencies relating to the works which are being executed or can be executed through the PSU and updating of the progress in Government portals etc. as required.
9. Execution and Supervision of all the work as per scope mentioned above and related activities communicated from time to time during the period of 24 months, which includes civil, architectural, Structural, Plumbing, Electrical etc. (for Major and minor works under EPC mode) where Engineering, Procurement, and Construction or as need be ,would be fully contracted.
10. Preparation of utilization statements and other records and reports as demanded by the University relating to the scope of the PSU.
11. Obtaining statutory approvals, local body approvals etc. wherever applicable.
12. Design shall comply with local architecture, applicable bye laws and NBC (latest edition).

13. Obtaining completion/occupancy certificate including fire-safety, structural soundness certificate and other relevant certificate as required by the University.
14. Handing over the completed works/project with quality and compliance of all rules and regulations to the satisfaction of DHSGVV.
15. Maintenance of constructed infrastructure during the **defect liability period of 12 months or as mentioned in the tender document is to be done by the contractor who has executed the work, the same is to be ensured by the PMC agency**, from the date of handover of fully functional structure as per scope of the work. The DLP Period is taken phase wise subject to fully functional structure with all the components after the work has been successfully handed and taken over to DHSGVV and as per the Milestone prepared and agreed mutually by PMC and the Owner.
16. **Appointment of EPC contractor:** PMC shall appoint EPC contractor based on design proposal finalized by PMC after approval of OWNER.
17. The PMC shall appoint all other agencies for successful completion of the work. Appointment of any agency for work not in scope of the PMC would be compensated by the University at a suitable mutually agreed rate or as quoted by the agency appointed by means of a fair tender process and provisions of the GFR. Any addition/ reduction/ alteration in the work shall be done only with the prior approval of the competent authority.
18. Wherever required, PMC shall ensure that as Design consultant, PMC completes the design and drawing proposal in approved timeframe through following design finalization stages:
  - i) Concept design alternatives
  - ii) Final concept
  - iii) Detailed design with model/3 D walk through
  - iv) Design shall be cost effective and efficient in fund utilization/following the UGC norms for areas prescribed for users.
  - v) PMC shall interact with DHSGVV team to get detailed/inputs in understanding of the requirements and has to follow the directions issues.
  - vi) The responsibilities of a PMC shall also include the responsibility of an architect as given in Council of Architecture (COA) handbook of professional practices.
  - Vii) PMC shall be responsible for design, coordination and technical support during EPC contract stage within the finalized design.
  - Viii) Execution of work will be in Sagar campus.

## 5. BID CONDITIONS:

The estimated cost of the project is approximate. The work will be assigned to PMC based on the requirement/direction of the University and duration for which the bid for PMC service is invited is for 24 months plus the duration of the work awarded in the stated duration of 24 months till the completion of the work whichever is later. The bidders shall provide their services as PMC for a period of 24 months or till the completion of the minor or major works communicated within 24 months from date of start, whichever is later.

Owner reserves to itself the authority to reject any or all of the bids received and change the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.

The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.

Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection. The offer shall remain open for acceptance for a period of **180 days** from the date of opening of 'Bids'.

Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder/Authorized representative of the Bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall sign the contract agreement/ MOU as required by the owner.

To obtain first-hand information on the assignment and on the local conditions, bidders have to visit the actual site of the project. Bidders must be informed themselves of local conditions and hilly terrain and take these into account while preparing their bids.

The services for PMC are for all new & minor and major works of the University and the PMC bidding for the work will not be allowed to choose to execute the type of project based on monetary value of the project. Such action may lead to termination of the contract.

## 6. SUBMISSION OF BID:

Bids to be submitted on the date mentioned in this document.

The Agency (PMC) charges all-inclusive but excluding GST for Providing Comprehensive Design Engineering and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid as per GoI Norms.

The owner, as a Owner of premises, shall reimburse/ pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

**Bids without EMD and Tender Fee shall be rejected summarily.**

The bank details for RTGS/NEFT are as under:

**I Account Holder's Name:** .....

**II. Account No:** .....

**III. Account Type:** .....

**IV. IFS CODE:** .....

**V. Branch:** .....

**VI. Bank Name:** .....

The EMD shall be refunded to the unsuccessful bidders after the finalization of the bid and the EMD of the successful bidder shall be refunded after the signing of the MoU.

## 7. EVALUATION CRITERIA:

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

### **Minimum Eligibility Criteria:**

The Agencies who fulfill the following minimum eligibility requirements shall be eligible to bid. Ineligible bids shall be rejected out rightly and no further action/technical consideration shall be given to such bids:

- i) Any Public Sector undertaking setup by the Central Govt. to carry out Civil and Electrical works as per GFR clause 133(3) can participate in the bid. Other Central/State PSUs/ State /Central Govt. Department notified by the Ministry of Urban Development/State Govt. for such purpose can participate in the bid. Memorandum of Understanding (MOU)/Details for Establishment by the Government to be submitted along with the tender as documentary evidence for this purpose. However, the bidder must be solely dedicated to providing Project Management Consultancy (PMC) services and should not be engaged in any other business activities outside the scope of PMC. Their primary function should be planning, supervising, and managing construction and infrastructure projects without involvement in activities such as direct construction, trading, or other unrelated services.
- ii) The bids received as a joint venture or consortium are not eligible for participation. Only sole bidders are allowed to participate in the bid.
- iii) The bidder must have experience of **Providing Comprehensive Project Management Consultancy (PMC) Services for Educational, medical or research institutes comprising of Administrative, Academic, hostels and residential buildings** with a total gross value of at least INR 700.00 crore as a PMC, Design, Development, and Construction agency. The completed projects must be within the last ten (10) years, ending on the day prior to the last date of tender submission. (copies of work order / completion certificates/handover certificates shall be attached).
- iv) Cumulative average annual financial turn over during the last 3 consecutive financial years ending 2023-24 or latest should be at least INR 500 cr.
- v) The agency should not have suffered any financial losses during the last 3 Financial Years ending 2023-24 or latest.
- vi) Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A notarized Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case, if it is found at a later stage that the bidder is a blacklisted company declared by any Govt. Department then the works shall be withdrawn, and EMD/bid security will be forfeited.

### **Evaluation of Technical Bid**

Under the Vice-Chancellor's guidance, a "Technical Evaluation Committee" will be formed, consisting both internal and external professionals and practitioners from

related industries to analyze technical bids. The duly constituted Technical Evaluation Committee (TEC), shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria. The bid shall be evaluated as per the following criteria:

S. No.	Criterion	Evaluation Criteria
<b>Stage-I</b>		
<b>A.</b>	<b>Technical Manpower (Presence of in-house professionally qualified staff on the payroll of the PMCs in indicated categories)-Details to be provided on PSUs format)</b>	<b>Max. 10 Marks</b>
(a)	Employee strength in Organization	Civil Engineers (minimum qualification B.Tech/B.E./Diploma Max. 10 Marks Civil Engineers >1001and Above:10marks > 1000-501 :5 marks > 500-100: 03 marks
<b>B</b>	<b>No. of years in the relevant operational area (Construction and other allied works)-Documents related to establishment of the organization to be provided</b>	<b>Max.5Marks</b> Having work experience of more than 30 years -5 marks Having work experience for 21-30 years -3 marks Having work experience for 10-20 years – 2 marks
<b>C</b>	<b>Past Experience (in last 10 years)of the PSU- Completion certificate issued by the client/Handover documents of project with go to be provided</b>	<b>Max. 35 marks</b>
i	Experience in Completion of work for a Central/State University/government educational campus in last ten (10) years: Experience of successfully completed projects of cumulative value more than INR1085 crores (2.5 times ) (Completion certificate issued by the client/Handover documents of project with go to be provided)	<b>Max.10marks</b> > 1085 (2.5 times) Cr and Above:10marks > 450-1085 Cr : 05 marks < 450 :03 marks
ii	The bidder must have accumulated a PMC/Consultancy remuneration of INR 40 crore (approx. 10 % of gross value of work) crore for a single assignment of analogous requirements. (Completion certificate issued by the client/Handover documents of project with go to be provided)	<b>Max.10marks</b> i) 03 marks (25% marks for one fourth of the minimum eligibility criteria (i.e. INR 15 crore) ii) 05 Marks (50% marks) for half of the minimum eligibility criteria (i.e. INR 30 crore) iii) 10 Marks (100% marks) for more than the minimum eligibility criteria (i.e. INR 40 crore)
iii	The bidder must have successfully completed at least two projects for State or Central university /campus each with a minimum value of INR 150 crore. (approx. 30 % , two works) (Completion certificate issued by the client/Handover documents of project with go to be provided)	<b>Max.10 marks</b> i) 05 Marks (50% marks) for half of the minimum eligibility criteria/(completion of one project of INR 150 cr.) ii) 10 Marks (100% marks) for more than the minimum eligibility criteria. This specific condition is for work in universities only just to asses know how of experience in dealing with all the departments of university only. Other govt.

		organization works has already been taken in condition C(i)
iv	The bidder must have successfully completed at least one project for a state of central university with a minimum work value of INR 400 cr (Completion certificate issued by the client/Handover documents of project with go to be provided)	<b>Max 5 marks</b>
<b>D</b>	<b>Financial Capability</b>	<b>Max.20 marks</b>
i)	Average Annual Financial turn over in last three financial Years ending 2023-24 or latest	<b>Max.15marks</b> i) Having Avg annual turnover more than INR 1200 crore -15 marks ii) Having Avg annual turnover INR 800-INR 1200 crore -10 marks iii) Having Avg annual turnover INR 500-INR 800 crore- 5 marks .
ii)	Profit before tax (PBT) in last financial year ending 2023-24 or latest.	<b>Max.5marks</b> i) Between INR 20–INR 50Cr:2Marks ii) Between INR 50–INR 100Cr:3marks iii) Above INR100Cr:5 marks
<b>Stage-II</b>		
1.	<b>Presentation</b>	<b>Max. 30marks</b> i) Organizational setup : 06 marks ii) Understanding of the project : 06 marks iii) Details of execution/methodology : 06 marks iv) Staffing schedule for the Proposal Project : 06 marks v) Other relevant points for presentation will be mentioned in the invitation letter that will be sent to the eligible bidders for presentation : 06 marks
<b>Total</b>		<b>100 marks</b>

- The Technical Evaluation shall be carried out based on the signed documents submitted by the bidder for technical bid.
- The evaluated Bid will be given a **Technical Score based on the criterion given above for Stage-I**. The minimum technical score required to qualify technical evaluation (Stage – I) is 80%. 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 and the Financial Bids of such failed bidders will not be opened.
- Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for Presentation for approach and methodology of work. The notification will be displayed on the University website and will be sent by the electronic mail on the email-id provided by the bidder.

### **Opening and Evaluation of Financial Bid**

The Financial Bids will be opened only of those bidders who secure 80% marks and above in technical bid for (Stage-I) and each is termed as Technically Qualified Bidder (TQB). The **Technical Score (TS)** of the bidder shall be a sum of marks obtained against technical Criterion of Both Stage-I and Stage-II. The cost indicated in the Financial Bid

shall be deemed as final and reflecting the total cost of services and should be stated in lump sum only on the actual project cost or estimated preliminary project cost, whichever is lower. The financial bid is including GST as applicable.

#### **Award of contract:**

- i) Selection of Bidder for Award of Work:** The final selection of the bidder for the award of work will be based on the scores secured in the Technical Bid (Stage-I & Stage-II) and the price quoted in the Financial Bid (Stage-III) as detailed below:
- ii)** 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I & Stage -II).
- iii)** 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula:
- iv)**  $FS=100 \times (FL/F)$   
Where,  
“**FS**” is the financial score of an applicant (bidder),  
“**FL**” is the lowest Financial Proposal among all TQBs and  
“**F**” is the financial proposal of the particular applicant (bidder).
- v)** For the purpose of calculation of **Composite Score (CS)** for each bidder, the weightage shall be 70% for the Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:  
 **$CS=0.70 \times TS+0.30 \times FS.$**
- vi)** The TQBs will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer bidder (H1) shall be eligible for the award of the work as PMC. In case, if the H1 bidder declines the contract/fails to take up the work, TEC may consider the other TQBs in order of merit or to opt for retender. Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if it has:
  - Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre- qualification document.
  - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc. The decision of the TEC shall be final and binding on all the bidders in all respect.
- vii)** The decision of the TEC shall be final and binding on all the bidders in all respect.
- viii)** The decision of the University authorities shall be final and binding on all in all respect.

#### **Memorandum of Understanding (MOU)**

The MOU between PMC and Owner will be executed with mutually agreed terms and conditions. This document/relevant terms and condition will be part of MoU as decided by the University/Owner. However, the minimum requirements of GFR 2017 and other related GOI directions for such project shall be complied with. The person who has been barred by the University due to his poor performance in past, such person shall not be deployed directly or indirectly by the selected PSU in any case. Even after the appointment of selected PMC, if the person representing the PMC is not performing

the duty diligently shall be removed by the PMC after written instruction from employer.

#### **PERFORMANCE SECURITY:**

The selected PMC shall furnish within 10 days of the date of issue of Letter of Intent (LOI), an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any nationalized bank for an amount equivalent to 5% of the PMC Fee against the work assigned.

The Performance guarantee shall remain valid for a period till the completion of Project including extended period (if any). The format of the Bank guarantee is at **Annexure (X)**

### **8. TERMS & CONDITIONS OF ENGAGEMENT:**

#### **Responsibilities of PMC**

- A)** Subsequent to signing of the MoU, PMC shall take possession of encumbrances free site from the 'Owner' and shall appoint a competent Architectural and Engineering (A&E) Consultant commensurate with the size and nature of work after following due process based on requirement of the work.
- B) Approval of Final design through design finalization stage in consultation with OWNER, Preliminary Estimate (PE)/ Detailed Project Report (DPR)**
- i)** Preliminary Estimate (PE) shall be prepared by (PMC) as per the functional and space requirement as intimated by the "OWNER" based on the latest norms of NBC and latest plinth area rates including latest cost index and in line with all the guidelines of Central Public Works Department, shall be submitted to "OWNER" for its approval.
- ii)** OWNER shall accord approval to the PE comprising of the required layout and plan of the components and issue preliminary administrative approval (A/A) and Expenditure Sanction (E/S) after the submission of the same by PMC.
- iii)** Based on the approved PE, "PMC" shall prepare a Detailed Project Report (DPR) consistent with their norms and standards, containing milestones and commensurate activities to be accomplished against each Milestones and Baseline Program in the form of CPM network depicting clearly Dated of start and completion of the work. PMC shall use C.P.W.D analysis of rates (DSR) for framing the DPR/PE. NON DSR items shall be incorporated in the detailed estimates only when these are not either readily available in the DSR. The DPR should be within the AA & ES amount sanctioned by OWNER.
- iv)** The PMC shall invite tenders for the works based on the AA & ES accorded by OWNER consistent with their departmental norms and in line with CVC/CPWD guidelines.
- v)** The PMC shall reply to the queries raised by DPR approving authority/Ministry, PMC may have do Corrections/revision in the DPR or to remove the deficiencies as desired by the approving authority. The PMC may require to do necessary follow-up.
- C) Release of Funds, Payment of Bills to the PMC**
- a)** DHSGVV/HEFA/MOE, Gol (as the case may be) will deposit up to 33% (Thirty Three percent only) or as applicable as per the direction of Financing/Funding Agency/standard norm of total estimated cost of the project as initial deposit with PSU after the Agreement. Out of this deposit received, PSU will release the payment to the

various agencies. Out of 33% as above first installment of 10% will be deposited at the time of award of the work /project and balance 23% amount will be deposited after PSU has awarded the work to the bidding agency for execution.

- b) OWNER shall release Second installment of 34% of the revised Administrative approval & Expenditure Sanction amount of the project to PMC after utilization of 70% of the first installment and after submission of Utilization certificate for the same.
- c) The third and final installment of 33% shall be released by OWNER after 70% utilization of first and second installment and submission of Utilization Certificate for the same.
- d) The PMC shall submit monthly physical report for previous month to the OWNER in a specified format approved by owner before every 7<sup>th</sup> of the running month.
- e) 'PMC' shall intimate '**OWNER**' about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from '**OWNER**' before continuing/ incurring the extra/ additional expenditure. However, have to comply with prevailing norms of Central Public Works Department.
- f) The 'PMC' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to '**OWNER**' after the Completion of the Work. In addition, should '**OWNER**' ask for any other details from 'PMC' regarding Detailed Estimates, Technical Sanctions, Award of Works etc., the same shall be provided by 'PMC' readily.
- g) The '**OWNER**' shall settle compensation/ levies, if so required to be paid based on recommendation by '**PMC**' related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.
- h) PMC Shall also indemnify DHSGVV on infringement of any patent/copyright/intellectual property/royalty issue and also for any disputes due to any violation of labor laws. The indemnity bond duly registered shall be submitted before commencement of work.
- i) The selected PMC will be opened a separate account in the nationalized bank for all the infrastructure project of DHSGVV, Sagar and deposit the interest amount (for the unspent balance amount) to the University time to time.

#### **D) Execution of Work**

- a) The '**PMC**' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Cantonment Board, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State Environmental Authorities, Forest and Wild-life authorities etc. (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wild-life clearances; and shifting of religious shrines etc.) to start the work have been obtained. However if required the statutory payment in this regard shall be paid by OWNER of the premises i.e. DHSGVV.

- b) Works shall not be awarded by **'PMC'** to contractors till all statutory approvals/certificates/permissions required for taking up the work, are in place.
- c) **"OWNER"** shall make the work site available free from encumbrances to **'PMC'**. The **PMC** shall be responsible for providing all auxiliary services. However, the University may help wherever necessary, if desired.
- d) **'PMC'** shall permit **"OWNER"** to inspect or monitor the works, either itself or through Third party as and when it desires for assessing actual progress and quality of construction and any other aspects.
- e) **"OWNER"** shall provide security clearance and ensure free access for **'PMC'** staff/ Employees and their workers working at Work site in case these are required. **'PMC'** shall provide necessary support in this process.
- f) **'PMC'** shall ensure adequate availability of men & material by their contractors.
- g) **'PMC'** shall ensure that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. **'PMC'** will act as Principal **'Owner'** in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
- h) The **'PMC'** shall be responsible for arranging all utilities required for construction like Drawing of Water/, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by **'PMC'**. The **'PMC'** shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard.
- i) As soon as the work is allocated, **'PMC'** shall prepare and submit to **"OWNER"** an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of man power and other input information required for the fulfillment of the time lines given therein. The Programme Chart should inter- alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
- j) **'PMC'** shall be responsible for providing Physical Progress Reports to **"OWNER"** in the form of CPM (Critical Path Method) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after considering **"OWNER"**'s observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings. To ensure timely completion of work as per the approved time-schedule/ milestones and within the approved Cost.
- k) **'PMC'** shall be responsible for total Project Management including day-to- day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, Works Manual, Codes, Books of Specifications etc. and also in accordance with relevant and extant provisions of General Financial Rules (GFR) 2017.
- l) **PMC** shall be sole responsible for the quality of work, compliance of directions issued by the University . Additional cost for reconstruction, modification of any work not

adhering to the quality as necessary or as directed by the University /Third-Party Quality Inspection (TPQI) Committee shall be borne by the PMC.

**E) Project Management, Cost and Time Control**

- a) 'PMC' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'PMC' shall be obliged to adopt all the above-mentioned measures to successful completion of the works within approved Cost and time period.
- b) 'PMC' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'PMC' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to "OWNER" in the project accounts.
- c) The approved Initial Project Cost & Timeline should not exceed during execution of the Project except for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out at the request of "OWNER" etc. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by 'PMC' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by "OWNER" in consultation with 'PMC' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'PMC' without prior approval of "OWNER". Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'PMC'.
- d) At any time, it appears to "OWNER" that the actual progress of the work does not confirm to the approved programme referred above and intimated to 'PMC' by "OWNER", detailed reasons and justifications for such delays shall have to be provided by 'PMC', which shall be examined by "OWNER" to re-schedule the Programme, if any. Progress Review Meetings, preferably monthly, shall be held between 'PMC' and "OWNER" for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving coordination issues, if any, including fixing priority of some works, facilities and services for their early completion and handing over to "OWNER" for putting them to use for intended purpose. A&E Consultants may also participate. 'PMC' will also designate a nodal officer in respect of specific work for coordinating with "OWNER" and A&E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work-related issues so that delays are minimized for achieving timely completion of work.

**F) Completion and Handing-over of Completed Work and Facilities**

- a) 'PMC' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to "OWNER" for putting

them to functional use. **“OWNER”** shall provide all assistance in this process.

- b) **‘PMC’** shall hand over the project to **“OWNER”** or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with **“OWNER”** along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure ( SOP) for Equipment and Plants, all clearances/Certificates from Statutory Authorities, Local Bodies etc.
- c) On completion of the work, a Project Completion Report (PCR) shall be submitted by **‘PMC’** duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The Project Completion report (PCR) shall be submitted along with Final Project Accounts including return of unspent balance amount to **“OWNER”** within one month of settlement of final bills of the contractors/ other agencies deployed on the work by **‘PMC’**.

**(G) Additional responsibilities of PMC**

- a) PMC shall prepare preliminary cost estimates based on architectural concept /other services drawings & specifications and approved by the OWNER. Preliminary cost estimates shall be prepared based on CPWD plinth area rates / DSR (as applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, for financial sanction / approval of the Owner.
- b) PMC shall prepare tender documents comprising the technical specification, BOQ, general terms and conditions, special conditions etc. and decide on inviting tenders on engineering procurement construction (EPC) mode. For efficient Project execution, if required, PMC shall decide on sub packaging of the entire work within the frame of government guidelines. PMC shall invite open tender based on prevalent/established prequalification criteria of their organization in line with the guidelines of CVC. PMC shall award the work within sanctioned cost (excluding agency charges) to the technically competent bidder.
- c) If there is an increase in the tendered cost vis-a-vis sanctioned cost (excluding agency charges) then PMC shall put up a proposal to the **‘Owner’** for sanction of the revised cost with supporting documents and technical justification. However, the same is subjected to the approval of the appropriate authorities of the University .
- d) PMC shall make all the statutory payments to the government or any other statutory body or bodies relating to the Project from the Project Fund. The Amount thus paid towards statutory expenditure shall be reimbursed by the Owner as per actual.
- e) PMC shall unless otherwise specified be fully responsible for procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations of the appropriate authorities.
- f) PMC shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E/C.V.C/C.A.G./ Statutory Authorities/local bodies/municipal corporation etc. pertaining to work under intimation to owner in the planning & procedures of execution of the Project. PMC shall provide all work-related information promptly to **‘OWNER’** for replying to parliament questions, queries from various constitutional and statutory authorities

- g) PMC shall have the absolute authority to grant extension of time, cancel or determine cancellation of contract, either in full or parts, if the Contractor fails to perform/complete the work, due to inferior workmanship etc. PMC shall get the balance work completed at the risk and cost of the Contractor /sub-contractor. No additional payment shall be made by the Owner on any account. The risk and cost tender shall be concluded with due diligence to minimize the risk and cost liabilities.
- h) Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the Contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at their own cost and expenses.
- i) PMC shall submit the schedule for completion of work as per approved preliminary drawings and preliminary estimate to Owner for approval. The PMC after award of work will submit Quality Assurance Plan (QAP) and get approved from Owner.
- j) In the intervening period of submission of financial bid and opening of financial bid the PMC shall prepare market rate analysis of the expected bids in complete confidence.
- k) The bids received from contractor (s) shall be analyzed, justified with respect to the market rate analysis with reasons for variations and presented to the '**Owner**' as a due diligence report with specific recommendations of the award of tender including retendering if bids received are unreasonably high.
- l) The PMC shall invite the bids for the contractor strictly in compliance with the CVC / GFR guidelines in line with their department rules to ensure wide participation and solicit of adequate number of bids.
- m) The qualifying project(s) of the contractor shall be presented in the technical qualification document to assess the suitability of the bidder. The

'Owner' shall be at the liberty to get the satisfaction report from the owner of such qualifying projects through PMC if necessary. The qualifying project submitted should also include the detailed time and cost overrun and litigation, if any.

- n) Quality shall be the sole responsibility of PMC. PMC shall maintain all records of QA/QC with respect to various items as per specifications and practices. And shall be responsible for providing the comprehensive report on a timely basis to the owner.
- o) PMC shall satisfy itself for the adequacy of the quality compliance as well as the safety measures on the projects. PMC shall present all such documents to the independent QA/QC agency appointed by the 'Owner'.
- p) The PMC shall get the execution of the work done in accordance with the quality manual (ISO 9001) which may be verified by '**Owner**' as and when required.
- q) PMC shall periodically assess itself with regard to the laboratory facilities of various onsite laboratories tests including calibrations.
- r) PMC shall ensure phasing of the project in consultation with owner.
- s) In case of any claim or difficulties experienced by contractor which may eventually precipitate as disputes shall be immediately resolved without accruing any liabilities on the University whatsoever.
- t) In case of any such claims leading to liabilities on the University , the University /

**'Owner'** shall be informed immediately with necessary recommendation and avoid decision of the **'Owner'**. If the interim period in anticipation of the decision of the **'Owner'** PMC shall take all necessary safeguard to limit the extent of liabilities as much as possible.

- u) The PMC shall float an architectural competition to appoint an Architect consultant for comprehensive architectural services as necessary for the project. The architectural consultant bidding for the projects shall make concept design presentation before the University committee for selection of the design.
- v) PMC shall also deploy one Junior Engineer/Technical staff (as and when required) for taking the inputs from various University's Department on their requirement.
- w) The qualification of the design consultant shall be consistent with the nature and value of work.
- x) Considering the nature of terrain and culture of Area, the design shall be in line with the architectural identity suited to the area.
- y) For executing contract on EPC mode, PMC shall ensure the following important provisions to be considered while framing estimate, preparing Notice Inviting Tender (NIT), etc.:
  - i) Enabling estimate can be submitted as per Owner requirement for carrying out pre-construction activities wherever required for conceptual planning purpose to assess the precise requirement of the scope of work.
  - ii) The Design Consultant appointed by the PMC shall prepare the concept design, preliminary drawings and specifications based on detailed requirement of the work in consultation with the Owner before preparation of Preliminary Estimate.
  - iii) Detailed Geotechnical Investigation/Geophysical/Geological etc. Of the proposed site and layout shall be the responsibility of the Executing Agency (PMC).
  - iv) The responsibility of investigations, designing, planning, procurement, construction, safety & security, quality, risk of engineering etc. lies with the PMC and the same will be incorporated in the Notice Inviting Tender (NIT) by the PMC.
  - v) No additional item/amount shall be charged without prior approval of the owner.
  - vi) Phasing plan shall be prepared by PMC as per the directions of the owner.
  - vii) **The Design Consultant or any other consultant required and engaged by the PMC for successfully completion of the project shall be appointed by the PMC under intimation to DHSGVV with all the relevant connected documents before issuance of the work order to the consultant. The fee for such consultancies shall be borne by the PMC from their agency Fees.**
  - viii) The Executing Agency (PMC) shall appoint a design consultant whose responsibilities include architectural planning, designing, structural design, vetting, design of internal utilities and communication system, firefighting, water supply, detailed Geotechnical Investigation, etc. till the completion of the project.
  - ix) The PMC shall ensure sufficient and qualified manpower at site to oversee the effective execution of the project by the contractor. An adequate number of qualified engineers from CFTIs/AICTE approved institutions are to be deputed on the site and office of the PMC.

- x) PMC shall be responsible for successful execution of performance specifications like leakage/seepage free, structural defect free and full functioning of various fittings/ fixtures etc. commensurate to prestigious project of National Importance. PMC shall ensure drafting of these specifications and their supervision of successful execution accordingly. Penalties shall be recovered to the full cost of repair/ replacement of the same in case of violation
- xi) The PMC shall maintain a fully functional office at the site during the entire period of execution till handing over of the project. The minimal documents to be maintained at the site office for inspection shall be as per **Annexure-IX**.
- xii) The PMC must comply with the CVC Circular No 04/06/23 dated 14.06.2023, regarding the applicability of the Integrity Pact in its contract with the contractor. The same is to be done as per extant guidelines in this regard and complied in full. The integrity pact may also be signed by PMC in format enclosed in Annexure XIII.
- xiii) PMC shall maintain and release all withheld amount such as Security Deposits etc. in compliance with the awarded work to the sub- contractor/contractor.

#### **Responsibilities of Owner:**

- i) The Owner shall provide to PMC all Project related requirements/detailed scope of works for planning/designing pertaining to the Project.
- ii) Owner shall demarcate and handover the site, free from all encumbrances or charges to PMC.
- iii) Owner shall release the funds/payments comprised in the Project Funds promptly and as and when required by PMC to ensure that the progress of work is not hampered due to non-availability of funds. However, the release of the fund shall be subjected to the progress and milestone/work completed.
- iv) Owner shall nominate authorized nodal officer/ to inspect and check the 'construction work' from time to time to examine that the construction works are being carried out as per drawings & specifications as provided in the approved cost estimate. If during the inspection, any defects or variation without the written request of the Owner are found, then the same shall be rectified by the PMC through its deployed contractors on his own cost.
- v) Owner must ensure to communicate any change in Scope, Extra items to be incorporated in the awarded work well in time. Further, no separate approval for deviations in quantities in the awarded work to the Contractor will be obtained by PMC from the Owner where the deviations are within the prescribed limits as per Contract and/or within the approved sanctioned cost (including agency charges) of the '**Owner**'. However, the PMC has to comply with all the specification given by the Owner from time-to-time along with maintaining the norms, standards, bye laws applicable to the project.

#### **9. PAYMENT TERMS & RELEASE OF FUNDS**

PMC shall execute the Project on "Deposit work basis" on behalf of Owner and shall be paid the actual cost of Project including Contingency plus the quoted Agency fees towards all Services provided for planning, designing, Project Management, Supervision Services and all connected miscellaneous items on the estimated cost/actual cost

whichever is lower. PMC shall indemnify the OWNER from all tax liability by giving an affidavit for the same and OWNER will not deduct any GST TDS on the cost of work released on different installments to PMC.

The expression 'actual cost of Project' shall include the following:

- i) All the final payments made to the contractor(s), sub-contractor(s), vendors/supplier(s), TPQM agency etc. as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- ii) All the cost incurred to obtain the GRIHA rating certification as communicated to the OWNER.
- iii) 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.
- iv) All cost of labour and manpower deployed on the Project works by the PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works. The deployment shall be with prior permission of Owner.
- v) 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.
- vi) The cost towards vetting of design/drawings from any reputed University like IITs, NITs for consulting any matter concerning the Project.
- vii) The cost towards watch & ward staff, construction of site office, other field requirements as contingencies etc.
- viii) All monetary liabilities of the PMC towards the contractors/ sub-contractors, suppliers, and other agencies to the extent these fall 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.
- ix) 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.
- x) 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.
- xi) The cost of the project shall include all direct and indirect taxes and also any other statutory payments on account of cess etc. to the State/Central Government.

The actual cost of work shall not include:

- i) Cost of land; and
- ii) Cost paid by the '**Owner**' to government or any other statutory body or bodies for getting approvals for the Project etc.
- iii) The PMC charges and GST thereon.

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

In case of non-receipt of the payment, any extra cost incurred by PMC on operation of

GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon, such extra cost shall have to be reimbursed to PMC by the 'Owner'.

The payments by the 'Owner' shall be made by transfer of funds in Project account opened by the PMC for this purpose through demand draft/cheque/ RTGS/NEFT.

The 'Owner' on demand of PMC shall give initial deposit of 10% (Ten percent only) advance of the estimated cost on signing of the Agreement to PMC. This initial deposit will be adjusted against the further installments to be released to PMC. The interest accumulated on the Unutilized deposit shall be refunded as per the Government Guidelines/UGC guidelines). On completion of work, the accounts of the works shall be closed, and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Account officer/Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both 'Owner' & PMC.

## 10. LIQUIDATED DAMAGES

PMC shall be required to complete the construction of Project within the period stipulated. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would intimate the 'Owner' with full details of extension in time limit for completion of the works and keeping the contract alive.

If the delay in completion is solely attributable to the PMC/Contractor deployed by PMC, the PMC/Contractor shall be liable to pay as damages to "Owner" a sum calculated @ 0.25% (Zero-point Two Five percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges of balance work.

In the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, PMC shall not be entitled for extra payment.

## 11. ARBITRATION

### Settlement of Disputes:

**Settlement of disputes shall be done through the applicable Govt. of India policy applicable for Central Government Organizations and followed by legal court of Justice. Before option for arbitration, the provision of amicable settlement through the IEM as per the CVC SOP shall be followed.**

- i) The parties shall use their best efforts amicably to resolve all disputes arising out of or in connection with the contractor or the interpretation thereof. Registrar of DHSGVV will be the chairman for settling the disputes amicably. If the same is not settled within thirty days, the dispute settlement shall be done in accordance to the office memorandum no. DPE-05/0002/2023-AMRCD dated: 25.07.2024 issued by the Ministry of Finance, Govt. of India.
- ii) As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before "OWNER" and the concerned Engineer in Charge of 'PMC' for their resolution. In case, however, disputes/

differences between the parties do not get resolved, the matter shall be escalated to a higher level in “OWNER”, and ‘PMC’, who shall be the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to “OWNER” and ‘PMC’ for facilitating final decision in the matter.

- iii) ‘PMC’ shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
- iv) ‘PMC’ shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works and examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in ‘PMC’ and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations.
- v) ‘PMC’ shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to “OWNER”. Providing all work-related information promptly to “OWNER” for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
- vi) The PMC shall be fully responsible to defend any suits or arbitration / Court cases and also any writ petitions/SLPs on behalf of 'Owner', if cropped up between the PMC and its Contractor(s), for the above work during the construction stage of post completion of work, and any award/decrees of work, shall be payable from the Project Fund / Owner with the approval of the competent authority. However, PMC shall not be paid any Agency Charges on such Arbitration award(s)/court decree(s) in the favour of contractor(s). However, if the competent authority directs to challenge the award/decrees in higher court, the PMC has to comply with the directions issued by the University.
- vii) Any charges, incurred in such proceedings shall be borne by the PMC.

## 12. FORCE MAJEURE

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

Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/ agencies.

**(Annexure-I)**

**LETTER OF TRANSMITTAL**

To,

The Registrar,  
DHSGVV,  
Sagar, 470003  
Madhya Pradesh.

**Sub: BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY  
(PMC) SERVICES FOR DHSGVV.**

**Sir,**

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

Yours faithfully,

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

(Please affix seal)

**DETAILS ABOUT BIDDING AGENCY**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>			
1.	Full name of the Bidder PSU (In capital letters)				
2	Full address of the Bidder PSU/Registered Office				
3	(a) Telephone No: (b) Email ID:				
4	Names and details of the Authorized Signatory of the RFP/Bid (Name, Designation, Address, contact telephone Number, Mobile number, Email ID)				
5	Has the bidder PSU been black listed by any organization at any time? If so, attach the details of the same.				
6	PAN				
7	TAN				
8	Date of incorporation and number of years of experience in relevant area				
9	GST registration No.				
14	No. of full-time employees in the Organization	<b>Graduate/Diploma Engineers with minimum 5 years of experience</b>			
15	<b>Financial strength of the Organization for the last 3 years. (Attach photo copies Of audited balance sheets and CA certified calculation statements)</b>				
	Turnover (IN CRORE)	2021-22	2022-23	2023-24	Average
	Annual Profit PBT (Before Tax)	2021-22	2022-23	2023-24	Average

	Net Worth (as on 31 <sup>st</sup> March 2024)	
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**Note:** Attach attested copies of all the documents in support of above- mentioned points.

- It is here by certified that (The bidding PSU here in) has never been black-listed by Central/State Governments/PSUs.
- It is here by submitted that all the terms and conditions of this RFP area acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct. If any fact/information is found incorrect/misleading, the bid shall be rejected, and the bidder is liable for legal action.

(Signature of Authorized Signatory.  
Name of Authorized Signatory)

(PSU Stamp)

**(Annexure III)****DETAILS OF PERSONNEL**

<b>S. No.</b>	<b>Category</b>	<b>No. of persons</b>
1	Graduate/Diploma Engineers (in the payroll of PSUs)	
	a) Civil	
<b>Total</b>		

(Signature of Authorized Signatory.  
Name of Authorized Signatory)

(PSU Stamp)

**DETAILS OF WORKS/PROJECTS EXECUTED DURING LAST TEN YEARS**

S. No.	Name of Owner Department	Name of project	Exact location On Site of the project	Approved cost Of project (in lakhs)	Date of commencement of project	Actual date of Completion	Final cost Of project (in lakhs)	Is there any dispute/ Legal case/ arbitration case pending in Respect of The project	Remarks
1									
2									
3									
4									
5									
6									
7									

(Signature of Authorized Signatory. Name of Authorized Signatory)

(PSU Stamp)

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(Annexure-V)

**DETAILS OF OFFICES IN MADHYA PRADESH OR IN SURROUNDING AREA**

S. No.	Location With full address and contact details	No. of personnel		Details of Infrastructure
		Graduate Engineer	Supporting Staff (Technical)	
1				
2				

(Signature of Authorized Signatory.  
Name of Authorized Signatory)

(PSU Stamp)

(Annexure- VI)

**EMD Bank Guarantee Format**

(To be Submitted in Stamp Paper of appropriate value)

**LETTER OF GUARANTEE**

To,  
The Registrar,  
DHSGVV, Sagar,  
MP - 470003

IN ACCORDANCE WITH YOUR RPF No: .....dated .....for  
M/s.....(hereinafter  
called the "Bidder") having its Registered Office at.....,  
wish to participate in the said RFP for the as an irrevocable Bank Guarantee against Earnest  
Money Deposit for an amount of Rs. .... (Rupees ..... ) valid up to  
(180 days from bid submission end date), is required to be submitted by the bidder as a  
condition precedent for participating in the said bid, which amount is liable to be forfeited by  
the University on:

(1) The withdrawal or revision of the offer by the bidder within the validity period, (2) Non-  
acceptance of the Letter of Intent by the Bidder when issued within the validity period, (3)  
Failure to execute the contract as per contractual terms and conditions within the contractual  
delivery period, and (4) On the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee: We, ..... (Bank name) having its registered  
Office at..... guarantee and undertake to pay immediately on first demand by  
..... the amount of Rs ..... (Rupees ) without any reservation, protest,  
demur, and recourse. Any such demand made by DHSGVV shall be conclusive and binding. Any  
such demand made by the University shall be binding on the Bank irrespective of any dispute or  
difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to  
180 days from the bid submission end date. If any further extension is required, the same shall be  
extended to such required period on receiving instruction from the Bidder, on whose behalf this  
Guarantee is issued. Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees ).
2. This Bank Guarantee shall be valid up to (date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim on or before (date). This  
Bank further agrees that the claims, if any, against this Bank Guarantee shall be  
enforceable at our branch office at  
.....situated at (Address of local branch).

Yours truly,  
Signature and seal of the guarantor:  
Name of Bank:  
Address:  
Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not  
be returned to the Bank. Bank is requested to take appropriate necessary action on or after  
expiry of the bond period.

**(Annexure-VII)**

**AFFIDAVIT FOR NON-BLACK LISTING**

(To be submitted in stamp paper of appropriate value)

I/We undertake and confirm that I/We/ our firm/ company/ JV have not been barred or blacklisted by any of the central/ state government departments, Undertakings, Autonomous bodies, Institutions, Applicants, Societies, Enterprises, and Companies. Further that, if such information comes to the notice of the University. I/We shall be debarred from bidding at DHSGVV in future forever. Also, if such information comes to the notice of the University on any day before start/ or during the work, the Registrar, of DHSGVV shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Notarized affidavit to be furnished at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-judicial' stamp paper of appropriate value.

Signature of applicant(s) or authorized officer of the firm with stamp

Signature of Notary with Seal

(Annexure-VIII)

**FINANCIAL BID**

(To be submitted online)

To,  
The Registrar,  
DHSGVV, Sagar,  
MP – 470003

**Sub: FINANCIAL BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DHSGVV.**

Dear Sir,

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

Note:

1. PMC shall execute the work on “EPC Mode” on behalf of the Owner or as per the Guidelines issued by Government time to time.
2. Fee (Agency Charges) is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence. During the currency of contract if the GST is changed then the applicable rate shall be considered for the payment.
3. The PMC charges shall be payable on the actual project cost or estimated preliminary project cost, whichever is lower.
4. If the cost of work exceeds the tabulated figures mentioned above, the payment shall be considered on a prorata basis.

(Signature of Authorized

Signatory. Name of Authorized

Signatory)

(PSU Stamp)

**(ANNEXURE-IX)****Minimal Documents to be maintained at the site office for inspection**

1. Original contract with design consultant/ contractor.
2. Guarantee Bond etc. towards security for work, machinery/ mobilization advances etc. including extension of validity.
3. Insurance policies for work, materials, equipment, men etc. including extension of validity.
4. Standard specifications as mentioned in the DPR.
5. Standard schedule of rates.
6. Drawings – Architectural, Structural and Services etc. (One copy of tender drawing & all latest good for construction drawing and a copy of drawings approved by statutory authorities.)
7. All connected measurement books, level books, field books, and lead charts.
8. All running account bills with all connected statements/vouchers.
9. Statements showing details of check of measurements by superior officers – copies of orders laying down such requirements.
10. Materials at site accounts / cement, steel, bitumen, paints, waterproofing compound, pig lead, anti-termite chemical etc.
11. Stage Passing Register, Site order book, test records/logbooks, working out Standard Deviation.
12. Details of extra/substituted items and of deviated quantities being executed/considered for execution in the work along with analysis of rates.
13. Hindrance registers.
14. Office correspondence files and inspection notes, if any, issued by inspection officer.
15. Any other documents relevant to the works including the documents that are to be maintained as per CVC/ CPWD/ CTE, these same needs to be maintained as per the format.
16. The Program Management Consultancy service provider shall maintain the following detailed documents:
  - i. Daily Labour report employed by contractor and the activities of work.
  - ii. Daily Safety report of the labour employed.
  - iii. Project Review Meeting Minutes (both soft/ hard copy)
  - iv. Receipt of Drawings
  - v. Approval of Construction/ Service materials
  - vi. Site Hindrance
  - vii. Statement of payment of wages to contract labour
  - viii. Necessary approval records from statutory bodies.
17. Safety and Security of the Site.

(Signature of Authorized Signatory.

Name of Authorized Signatory)

(ANNEXURE-X)

**Format of Performance Bank Guarantee****(To be Submitted in Stamp Paper of appropriate value)**

1. In consideration of DHSGVV (hereinafter called "The University") having agreed under the terms and conditions of this Letter of Agreement No. dated made between The University and (hereinafter called "the PMC service provider") for the work of providing Program Management Consultancy services for the proposed Infrastructure works for a period of 24 months. (hereinafter called "the Letter of Agreement") having agreed to the production of an irrevocable bank Guarantee for Rs. (Rupees only), as a guarantee from the PMC service provider for compliance of his obligations in accordance with the Terms and Conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs. (Rupees only), on demand by the University.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said PMC service provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. But, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the Bank, further undertake to pay to the University any money so demanded notwithstanding any dispute or disputes raised by the PMC service provider in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the PMC service provider shall have no claim against us for making such payment. We (Indicate the name of the Bank) further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the University certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said PMC service provider and accordingly discharges this guarantee.
4. We (Indicate the name of the Bank) furthermore agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said PMC service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said PMC service provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted

to the said PMC service provider or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said PMC service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the PMC service provider.
6. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
7. This guarantee shall be valid up to unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed dated the day of the Year 2025

for (Indicate the name of the Bank)

**UNDERTAKING**

(To be Submitted in Stamp Paper of appropriate value)

To,  
The Registrar,  
DHSGVV, Sagar,  
Madhya Pradesh - 470003

**Subject: RfP cum EoI for providing Comprehensive Project Management Consultancy (PMC) Services for all new Sanctioned Infrastructure Project Of DHSGVV for Two Years.**

Dear Sir,

I/We undertake that: (a) The EOI-cum-RFP can be cancelled by the University at any stage/time (including final stage) without assigning any reason and no claim of any kind shall be made by the agency/firm/organization. (b) If there is downscaling of the project cost in the final approved DPR, restricting the availability of funds, the PMC will undertake to uphold the same. The conditions described in the EOI cum RFP document herein under shall be agreed and complied with in all circumstances. Further, if there is any change in the statutory provisions as applicable in the project, the PMC shall comply with the same and shall not charge any extra amount. (c) The selected PMC shall accept the total project cost approved by the Ministry and for which the financial and administrative approval is granted by the University .

It is certified that the above undertaking is given on behalf of the agency/firm/organization and shall be fully complied with.

(Seal & Sign by Authorized Signatory)

(Annexure – XIII)

**Integrity Pact**

(To be submitted as part of Technical bid)

**Tender Document No.:****Tender Title: INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL (RFP)**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of 2025 at \_\_\_\_\_, India.

**BETWEEN**

The Registrar, DHSGVV, University Road, Sagar, Madhya Pradesh (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/ s. \_\_\_\_\_ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the ‘The Principal’**

- 1) The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal shall exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the 'Bidder/ Contractor'**

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
  - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
  - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
  - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

**Section 4 - Compensation for Damages**

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous transgression**

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

**Section 8 - Independent External Monitor**

The Principal/Employer has appointed following Independent External Monitors (hereinafter referred to as Monitors)

**A. Shri .....**,  
Email:- .....

**B. Shri.....**,  
Email:-

- 1) The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Registrar, DGHSU.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without

restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Registrar, DHSGVV and recuse himself/ herself from that case.
- 5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Registrar, DHSGVV within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Registrar, DHSGVV, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Registrar, DHSGVV has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Registrar, DHSGVV.

### **Section 10 - Other provisions**

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e. Madhya Pradesh.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of

this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITYPACT as of the day/month/year first above written:**

\_\_\_\_\_  
**(For & On behalf of the Principal)**

\_\_\_\_\_  
**(For & On behalf of Bidder/Contractor)**

**(Office Seal)**

**(Office Seal)**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

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

**Place:** \_\_\_\_\_

**Place:** \_\_\_\_\_

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

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

**WITNESSES (Signature, name and address)**

1 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_